



AGENDA

NOVEMBER 6, 2019

COUNCIL MEETING-5:30 P.M.-PITTS CENTER

5377 N. VIRGINIA DARE TRAIL, SOUTHERN SHORES, NC 27949

1. Opening

- A. Call Meeting to Order (all citizens interested in offering Public Comment are reminded to sign up.)
- B. Pledge of Allegiance
- C. Moment of Silence
- D. Amendments to / Approval of Agenda
- E. Consent Agenda **TAB 1**
 - o Council Meeting Minutes – September 17, 2019 & October 1, 2019
 - o Surplus Resolution 2019-11-01
 - o Resolution Designation of Applicant's Agent /State-Applicant Disaster Assistance Agreement FEMA 4285-DR-NC

2. Presentation

- A. FY 2018-2019 Audit-Teresa Osborne, Dowdy & Osborne **PAPER COPY INCLUDED WITH MEETING BOOKS**
- B. Beach Nourishment-discussion of process and experience as requested by Council 10/01 with Dare County Manager/Attorney Bobby Outten and Chairman Bob Woodard

3. Staff Reports

- A. Planning Director
- B. Police Chief
- C. Fire Chief, Southern Shores Volunteer Fire Department
- D. Interim Town Manager's Report
- E. Town Attorney's Report

4. Council Committee Report

- A. Exploratory Committee for Potential Branch Library

5. General Public Comment (Limit: 3 minutes per speaker.)

(Note: All matters heard or considered by the Council are subject to possible action by the Council.)

6. Old Business

7. New Business

- A. Consideration of contract award for South Dogwood Trail Walking Path (bids received 10/3) **TAB 2**
- B. Public Hearing-Consider ZTA-19-02, a Zoning Text Amendment application submitted by the Town of Southern Shores to amend the Town Zoning Ordinance by amending the Town's building height and fill requirements **TAB 3**

8. General Public Comment (Limit: 3 minutes per speaker.)

9. Other Business

- A. Mayor's Comments & Responses
- B. Council Member's Comments & Responses

10. Adjourn



Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

September 17, 2019- SPECIAL MEETING MINUTES

September 17, 2019 Minutes: Special Council Meeting

[The purpose of the Special Meeting for Tuesday, September 17th at 5:30 p.m. is to consider/discuss the Coastal Engineer's Beach Survey results and all other items submitted by Council relative to long-range planning; Beach Nourishment-Presentation of Beach Survey Results-Ken Willson, Future Capital Rehabilitation/Replacement of Town Buildings, Capital Apparatus/Equipment Needs of The Southern Shores Volunteer Fire Department, Inc., Town Land Use Plan Update, Town-Wide Walking Path System, Seasonal Cut-Thru Traffic, Stormwater]

COUNCIL MEMBERS PRESENT: Mayor Bennett, Mayor pro tem Chris Nason, and Council Members Fred Newberry, Jim Conners and Gary McDonald.

OTHERS PRESENT: Interim Town Manager Wes Haskett, Finance & Human Resource Officer Bonnie Swain, Town Attorney Ben Gallop, Town Clerk Sheila Kane.

CALL TO ORDER / PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

Mayor Bennett called the meeting to order at 5:30 P.M., led the Pledge of Allegiance, and held a moment of silence.

Adoption of Agenda

MOTION: At the suggestion of the Mayor, Councilman Conners moved to reverse agenda item 4 and 5 as presented on the agenda. Mayor pro tem Nason seconded the motion. The motion passed unanimously (5-0).

MOTION: Mayor pro tem Nason moved to approve the agenda as amended. The motion was seconded by Councilman Conners. The motion passed unanimously (5-0).

General Public Comment

Mayor Bennett called for comment and no citizens offered comment.

Beach Nourishment-Presentation of Beach Survey Results-Ken Willson

Ken Willson with APTIM presented the results from the 2019 Beach Survey Study. The first study took place in December 2017. If an additional beach study is done spring 2020, this will provide three years of data. Ken Willson provided a recommendation that consisted of options one and three.

2019 BEACH ASSESSMENT UPDATE: TOWN OF SOUTHERN SHORES, NC



Ken Willson
Program Manager
Wilmington, North Carolina



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PRESENTATION OUTLINE:

1. *Background*
2. *Volume Changes (Updates)*
3. *Volume and Cost Updates*
4. *Schedule*
5. *Recommendations*



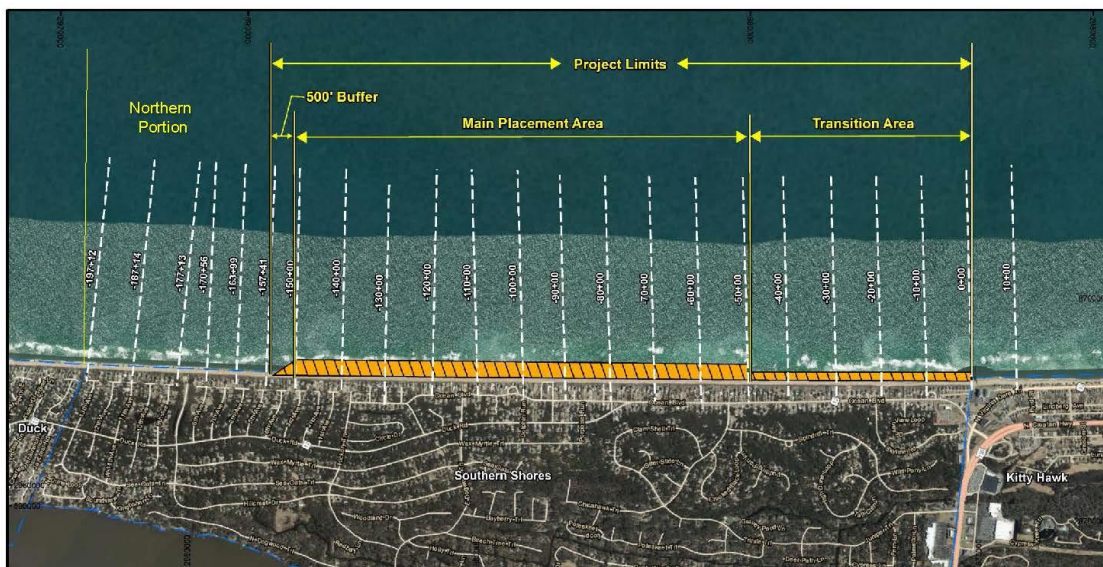
BACKGROUND:

- ▶ Stated Goals of Beach Management Plan:
 - > provides a reasonable level of storm damage reduction to public and private development
 - > mitigates long-term erosion that could threaten public and private development, recreational opportunities, and biological resources
 - > maintains a healthy beach that supports valuable shorebird and sea turtle nesting habitat
- ▶ Beach Management Plan recommendations was based on December 2017 survey data
- ▶ Updated beach profile surveys – May 2019
- ▶ Beach Management Plan aims to coordinate the efforts of Southern Shores with neighboring communities in Dare County to achieve cost savings where possible

3



BACKGROUND:



4



VOLUME CHANGE (UPDATE):

- ▶ *Three (3) Sections Referenced:*
 - *Northern Portion – North Town Boundary to 3rd Ave.*
 - *Main Fill Area – 3rd Ave. to Approx. 400 ft. South of Chicahawk Trl.*
 - *Transition Area - 400 ft. South of Chicahawk Trl. to South Town Boundary*
- ▶ *Town Wide – Volume Changes between Dec. 2017 and May 2019*
- ▶ *From 3rd Ave. South – Volume Changes between Oct. 2006 and May 2019*
- ▶ *From 9th Ave. North – Volume Changes between Sept. 2013 and May 2019*



VOLUME CHANGE (UPDATE):

- ▶ *Northern Portion:*
 - *Gained sand between Dec. 2017 and May 2019 (5.5 cy/lf./yr.)*
 - *Between Sept. 2013 and May 2019 (5.7 years), northern 2,000 feet of Town (Area north of 9th Ave.) had a volume change rate of +1.3 cy/lf./yr.*
- ▶ *Main Fill Area – Gained sand between Dec. 2017 and May 2019 (4.6 cy/lf./yr.)*
- ▶ *Transition Area – Lost sand between Dec. 2017 and May 2019 – average of -18.9 cy/lf./yr.)*
- ▶ *Area south of 3rd Ave had a long-term average volume change rate of +2.5 cy/lf./yr.*
- ▶ *Area south of 3rd Ave had a short-term average volume change rate of -3.0 cy/lf./yr.*



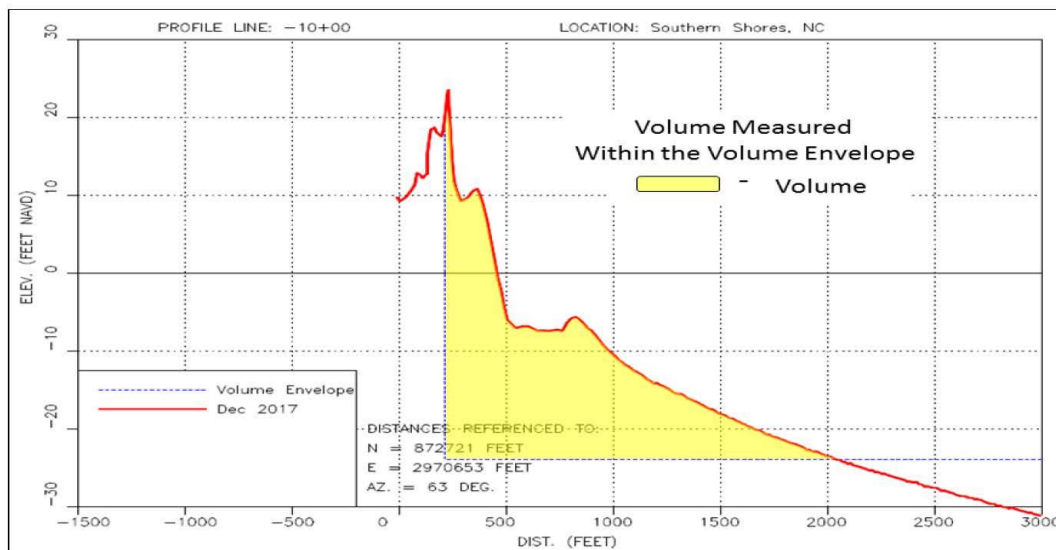
RECOMMENDED BEACH FILL OPTIONS:

- ▶ *Project Extent – Where to Place Sand*
- ▶ *Project Volume – How Much Sand To Place*
 - *Historical Volume changes*
 - *Vulnerability Analysis*
 - *Volume Present in the “Volume Envelope”*

7



BEACH MANAGEMENT PLAN: PROJECT EXTENT (BEACH VOLUMES)



8



PROJECT EXTENT / PROJECT VOLUME: (Initial Recommendations)

- ▶ Option 1: Based on Average Volume Envelope Target of 846 cy/lf. Required 45 cy/ft. Main Fill, 30 cy/ft. Transition Fill – 665,650 cy
- ▶ Option 2: 30 cy/ft. Main Fill & Transition Fill – 492,300 cy
- ▶ Option 3: 57 cy/ft. Main Fill, 30 cy/ft. Transition Fill – 803,050 cy

9



PROJECT EXTENT / PROJECT VOLUME:



10



UPDATED PROJECT VOLUME:

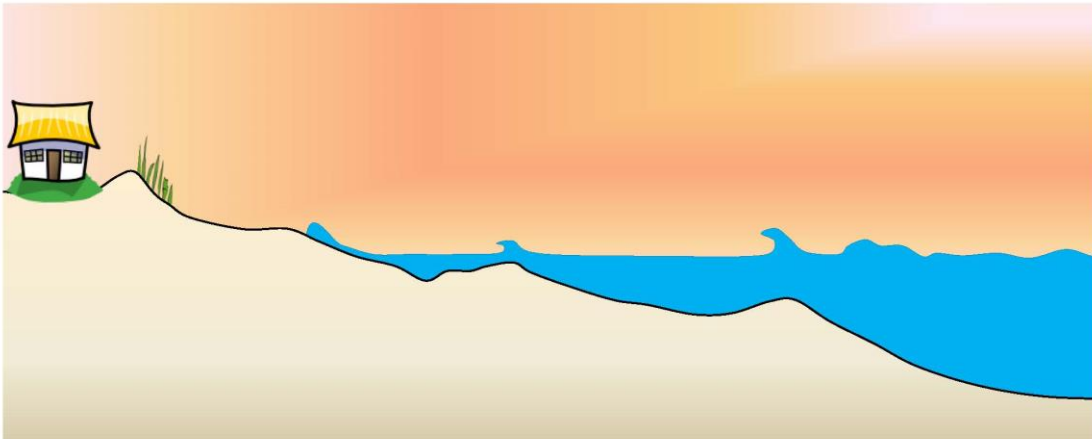
- ▶ Option 1: Design to 846 cy/lf. and 3 cy/lf erosions rate = 828,400 cy
- ▶ Option 3: Design to 858 cy/lf. and 3 cy/lf erosion rate = 1,025,800 cy



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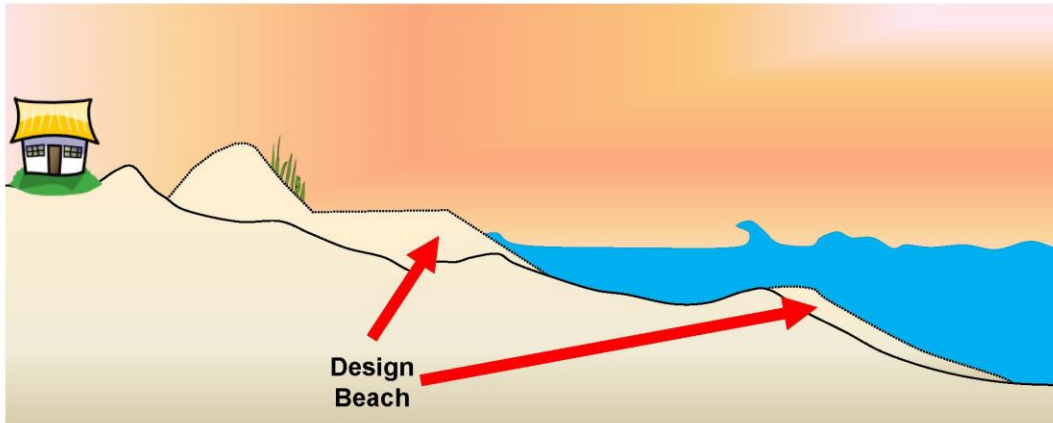
STORM DAMAGE REDUCTION PROJECT



Pre-Project Conditions



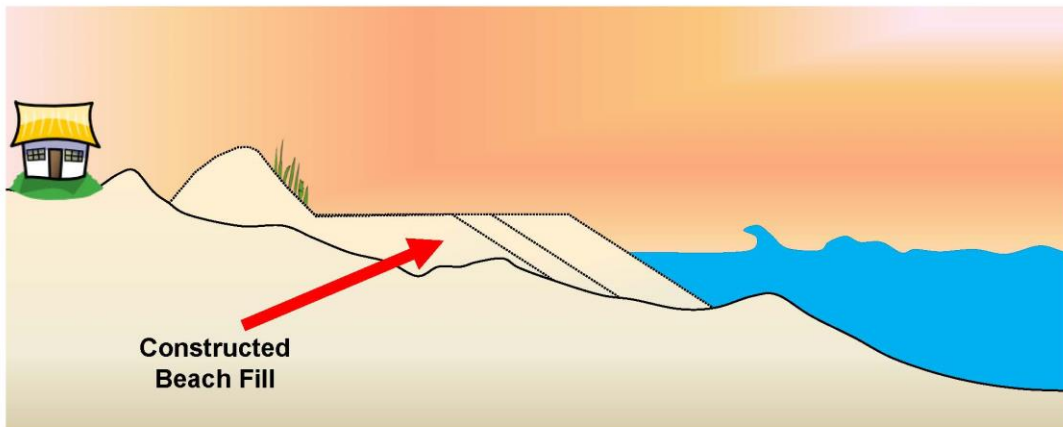
STORM DAMAGE REDUCTION PROJECT



Design Beach



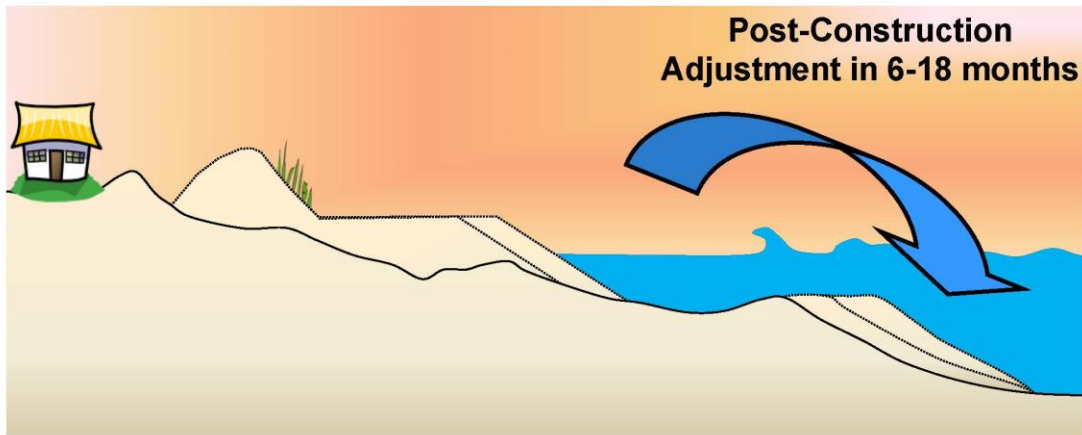
STORM DAMAGE REDUCTION PROJECT



Initial Construction



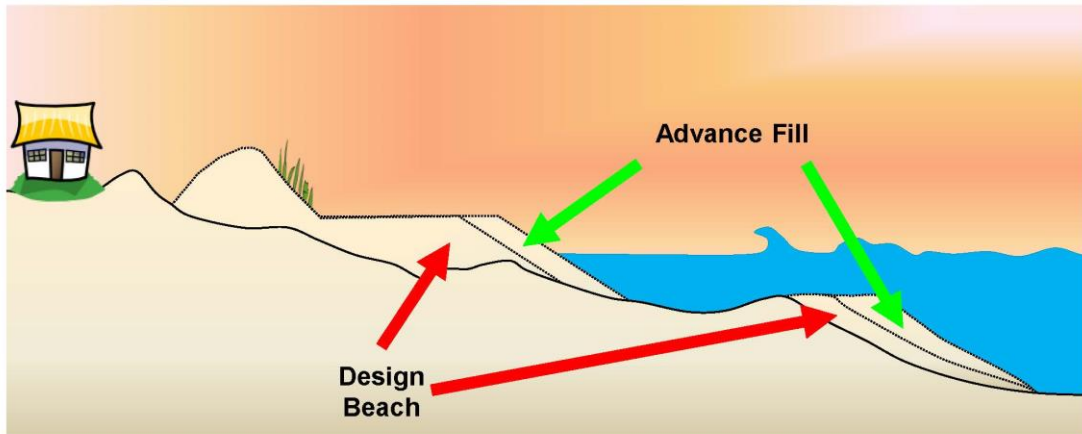
STORM DAMAGE REDUCTION PROJECT



Equilibration of Beach Fill



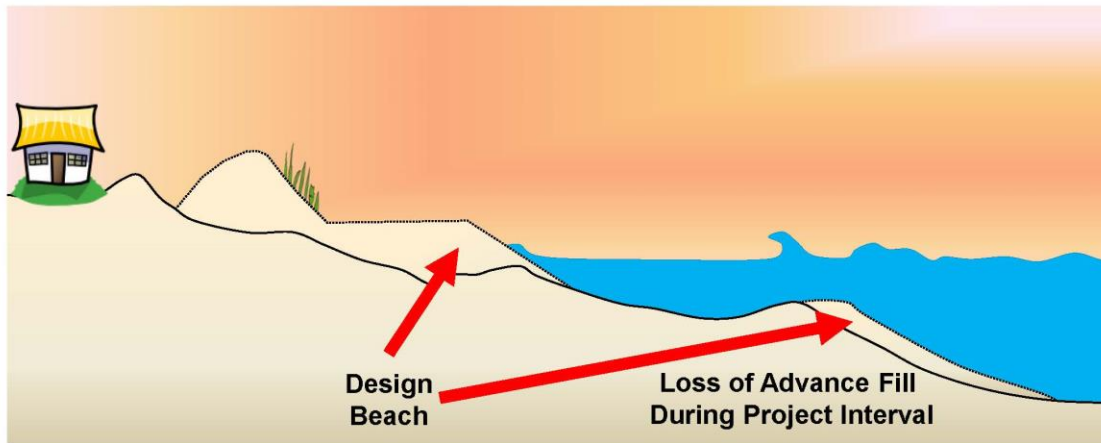
STORM DAMAGE REDUCTION PROJECT



Nourishment Interval



STORM DAMAGE REDUCTION PROJECT



Nourishment Interval



COST:

Table 5. Project Option Cost Estimates

Option	Volume (cy)	Permitting / Design Soft Cost	Construction Cost	Pre-Construction/ Construction Admin.	Construction Env. Monitoring Costs	Contingency Cost (10%)	TOTAL COST
1	828,400	\$435,000	\$11,758,000	\$283,500.00	\$275,300.00	\$1,275,000	\$14,026,800
3	1,025,800	\$435,000	\$14,146,000	\$313,500.00	\$332,400.00	\$1,523,000	\$16,749,900

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SCHEDULE:

Table 12. Proposed Project Schedule for Southern Shores Beach Nourishment Project

Milestone	Start Date	Completion Date	Number of Months
Project Initiations (Interagency Kickoff Meeting)	February-2020	February-2020	1
Borrow Area Development/Refinement	April-2020	February-2021	10
Final Design Work	July-2020	January-2021	6
Federal Permitting	February-2020	June-2021	16
State Permitting	November-2020	June-2021	7
Obtaining Easements for Construction	January-2021	January-2022	12
Development of Construction Plans and Specifications	December-2020	June-2021	6
Solicitation of Bids	June-2021	August-2021	1.5
Award Construction Contract	August-2021	September-2021	1.5
Construction	May-2022	October-2022	5



RECOMMENDATIONS:

- ▶ *Determine Whether to Pursue Project / Which Option To Pursue*
- ▶ *Continue Coordination with County and Neighboring Communities*
- ▶ *Initiate Financial Planning*
- ▶ *Initiate Permitting and Design of the Beach Fill**
- ▶ *Continued Monitoring of the Beach Profiles (2020)*

** Assumes the Town Decides to Pursue a Project*



QUESTIONS

Ken Willson

Kenneth.Willson@aptim.com

910 443 4471

21



Mayor Bennett addressed the concerns of residents with properties on the northern end. He stated much of the sand is not on the beach but has moved into shallow waters, creating a long steady slope out into deeper water. He questioned how they go about getting that sand back onto the beach. He stated beach nourishment on the northern beaches would cost an additional 2.1 million over and above the preliminary estimates and Council would further this discussion at the October meeting.

Mayor pro tem Nason stated sand could be migrating north, and a 2020 beach survey would provide additional data.

Councilman Conners inquired about CAMA erosion rates and if they influenced the data.

Councilman Newberry inquired with Ken Willson that the Pelican Watch project was predicted to have a percentage of sand loss, which had been calculated into the plan.

FUTURE CAPITAL REHABILITATION/REPLACEMENT OF TOWN BUILDINGS

Mayor Bennett stated funds, approximately a quarter million, were allocated in the current budget to allow for building code deficiencies and structure updates as necessary.

Councilman Conners asked Interim Town Manager Wes Haskett if staff has moved forward yet with the updates.

Interim Town Manager Wes Haskett stated staff is in the process of creating an RFP to go out to bid. He stated that the RFP has nothing to do with the other options provided by the Oakley Collier Architects.

Councilman Newberry asked Mr. Haskett when the RFP would be ready. Mr. Haskett replied that staff is currently in storm mode, but maybe in a couple weeks.

Councilman Nason felt it was important to keep moving forward and make an effort to address current concerns with the buildings.

No further action taken.

CAPITAL APPARATUS/EQUIPMENT NEEDS OF THE SOUTHERN SHORES VOLUNTEER FIRE DEPARTMENT, INC.

Fire Chief Ed Limbacher provided a brief presentation of the department's future projected financial needs. He stated it was the best estimated guess, as of today. Future equipment needs and financing payments have been absorbed into the proposed budgets, except for next fiscal year. The Fire Department will be requesting an additional \$44,000 to allow for replacement of current thermal imaging cameras. He stated there may be times when something comes up, but he has projected what he sees as the department's needs into future budgets.

TOWN LAND USE PLAN UPDATE

Mayor Bennett stated the Land Use Plan update was on the priority list and called on Council for discussion.

Councilman Conners asked if the Land Use Plan needed to be updated because it was not a requirement of the towns anymore. He stated it would require hiring a consultant at about \$30,000. He wasn't against doing it but questioned the value of doing it.

Interim Town Manager Wes Haskett stated the Land Use Plan is a tool for making decisions, creating or amending policies. It is not a required document but may be necessary at times. Mr. Haskett stated he would not recommend moving forward with a Land Use Plan update without a consultant. He stated there are specific guidelines and statutes that need to be followed. There is also grant money available for updating Land use Plans.

Councilman Newberry stated the Land use Plan is like any other plan, things change and go out of date. His understanding is that it provides overall guidance for other plans.

Interim Town Manager Wes Haskett replied that it is a tool for making decisions for zoning, the current plan's census data is based off the 2000 census, it does not address beach nourishment. That is something that could be included if it was to be updated. Overall, things change in the Town, there are policies in there that could be amended, or new ones created. It is a guide for how the Town wants to move forward.

Mayor pro tem Nason stated we have a current census going on now and should the Town wait until it is completed before updating the Land Use Plan.

Interim Town Manager Wes Haskett stated the census data helps with economic trends and population data, things of that nature.

Councilman Newberry stated it was an outdated plan that needs to be updated and the most important thing in the Land Use Plan is the vision statement.

Councilman Conners stated he could completely get on board with updating the plan, he just questioned it because the State does not require the municipalities to update their plans.

Mayor Bennett agreed that the plan could be updated.

Interim Town manager Wes Haskett stated this is an item that could be added for the budget workshop in April and could be initiated in the FY 20-21 budget. New census data may be available at that time.

ACTION TAKEN: Consensus of Council to include the Land Use Plan update in the April Budget workshop.

TOWN-WIDE WALKING PATH SYSTEM

Jim Conners stated discussions at the previous Council meeting was to send the walking path system to the

Capital Infrastructure Improvement Committee (CIIP), but no formal motion was made.

Councilman McDonald stated he was referring to the financing of the walking path system, utilizing the funds allocated to the CIIP budget line.

Mayor pro tem Nason stated we need to have a comprehensive plan in mind. Connectivity issue needs to be addressed, and the flow of the sidewalk system evaluated. He stated Chicahawk and the SSCA all have sidewalks that could potentially be connected. He stated he did not care if it was the CIIP committee that looked at the walking path system.

Councilman Conners stated a walking path comprehensive plan was done by an outside organization. He stated he thought it was done satisfactorily and some ideas could be incorporated into the Town's plan.

No action taken.

SEASONAL CUT-THRU TRAFFIC

Councilman Conners stated the cut-thru traffic is being addressed through a committee.

Councilman Newberry stated there is a citizen's committee established this summer [June 4, 2019] chaired by Tommy Karole. He stated based on discussion, Mr. Karole has added another member or two to the committee. Councilman Newberry stated he has explained to Mr. Karole that he needs to get more meetings, and some recommendations in place. Councilman Newberry is hopeful for a December report on recommendations from the committee and if adopted by Council, placed in next year's budget.

Mayor Bennett stated the Town clerk has provided Mr. Karole with what he needs for the committee and meeting notices.

Councilman Newberry stated Mr. Karole understands the process and is doing everything by the book.

Councilman Newberry requested a Cut thru Traffic Committee status update be added to the October agenda.

Councilman McDonald stated this an issue that has been going on for a long time. He does not want to see this committee's recommendation placed on a shelf just like prior committees.

Mayor pro tem Nason stated he mentioned it previously to Tommy Karole that he needs to get a good cross section of people on the committee, different citizens points of view. He stated there is no easy solution to address the cut-thru traffic and that consequences are very impactful for the Town. There may not be a solution until the Mid-Currituck bridge is built.

Councilman Newberry stated the cut-thru traffic is a safety issue and Council has always addressed safety. This should be no different than any other time and he would like to make sure it is adequately addressed.

Councilman Conners stated he agreed, and Council just needs to wait for the Committee's recommendations.

ACTION TAKEN: Councilman Newberry added the Cut-thru traffic Committee to the October 1st agenda. Committee Chair, Tommy Karole, is to provide a status update.

STORMWATER

Councilman Conners stated he believed Councilman McDonald added this agenda item in referencing Sea Crest Village at the previous meeting. Councilman McDonald stated he did not.

Mayor pro tem Nason stated stormwater is going to come up, regardless. With the adoption of new flood maps and Dare County's new minimum height requirements, it is important that homeowners capture their

stormwater on their land. It will be an issue that Council needs to keep their eye on.

Councilman McDonald stated there are numerous properties around town where water puddling in the streets have occurred due to homeowners not keeping the stormwater on their property.

Mayor Bennett stated the most impacted areas after a storm event is Sea Crest Village, all the avenues. In most cases in Sea Crest Village the houses were built below grade, so where is the water going to go? He stated the ponds along that area all overflow and he does not know if pumping is the solution. He said the big stormwater issues need to be addressed and then individual water runoff issues can be addressed through the Town Code Enforcement and Planning Department.

Councilman McDonald stated if we got an agreement with the associations, the Town could pump some of the stormwater into the ponds if they are low, until the permit to pump into the ocean has been cleared after the three days following a storm. The Town may also need to look at cutting swales rather than curb and guttering.

Councilman Nason stated the Town could consult an engineer on the stormwater issue.

Councilman Newberry inquired as to the process of obtaining an environmental permit to pump stormwater.

Interim Town Manager Wes Haskett provided a detailed explanation of the process.

No action taken.

GENERAL PUBLIC COMMENT

Mayor Bennett called for comment and the following citizen's spoke:

1. Mark Peters-2 7th Ave--supports beach nourishment
2. Paul Borzellino 16 7th Ave--supports beach nourishment
3. Kate Brody-Wax Myrtle Trail-limited data on APTIM reports
4. Nick Cohn-282 Hillcrest-limited data on APTIM reports
5. Ann Sjoerdsma-69 Hickory Trail-Town needs to update the land use plan, stormwater should have a committee now, engineer down the road. Looking for commitment to address cut-thru traffic.

COUNCIL COMMENTS

Mayor Bennett stated the revised South Dogwood Trail walking path plans are available at Town Hall and online. They have been revised to address ADA compliance. Also, storm debris cleanup will start on Monday, September 23rd.

Councilman Conners stated when addressing beach nourishment, he would like to change the goal to include a reasonable beach area.

Councilman Newberry inquired as to what the next step would be for beach nourishment. Mayor Bennett stated the steps would be to pick an option and hire a financial consultant to see how to pay for beach nourishment. Councilman Newberry stated we should first have a public hearing because residents on wax myrtle and Hillcrest Dr. who spoke tonight had a different way of interpreting the data provided by the coastal engineer and it might be good to hear from other people as well. Before Council makes any decisions, there should be a public hearing.

Mayor Bennett stated the Town has had a public forum on beach nourishment, a public hearing and it doesn't change the fact that Council will need to make the decision.

Councilman Nason stated there is also a funding opportunity, where Dare County has committed to putting money into this project. The commitment amount is in the 7-million-dollar range. While he does not mind hearing from

other citizens, if it gets to the point of not committing and losing the 7 million, then the project is essentially dead. That pot of money is only there for a little bit. The data is good, it is all we have. He stated everyone wishes there was more data, but that is all the Town has at this point. The challenge is, does Council with this limited data want to allow the opportunity to pass? Looking for reasons to not make a decision, does not serve the Town.

Councilman Conners stated he would like to add the financial consulting group DEC to the October 1, 2019 agenda if it has not already been done.

Councilman Newberry state he agreed and stated the public will need to know how we plan on paying for beach nourishment.

Councilman McDonald called for point of order, stating this is Council comment period.

Councilman Conners stating this is an important topic for the Town, to which Mr. McDonald replied then it should have been added to the agenda.

Councilman McDonald stated he would like to not be interrupted. He said Council needs to make a good decision and it shouldn't be based on whether the Town gets matching money or not. He stated he values public input, especially when spending 14+ million. He stated he agrees with Councilman Conners and Council should bring in a consultant to tell you how and when you can get money, how to finance it. He agreed to place it on the next month's agenda.

ADJOURN

MOTION: Councilman McDonald moved to adjourn the meeting at 7:55 pm. The motion was seconded by Mayor pro tem Nason. The motion passed unanimously 5-0.

ATTEST:

Thomas G. Bennett, Mayor

Respectfully submitted,

Sheila Kane, Town Clerk



Town of Southern Shores
Regular Council Meeting
October 1, 2019

The Town of Southern Shores Town Council met in the Pitts Center located at 5377 N. Virginia Dare Trail at 5:30 p.m. on Tuesday, October 1, 2019.

COUNCIL MEMBERS PRESENT: Mayor Bennett, Mayor pro tem Chris Nason and Council Members Fred Newberry, Jim Conners and Gary McDonald.

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Town Attorney Ben Gallop, Interim Town Manager Wes Haskett, Finance and Human Resource Officer Bonnie Swain, and Town Clerk Sheila Kane

CALL TO ORDER / PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

Mayor Bennett called the meeting to order at 5:30 p.m., led the Pledge of Allegiance, and held a moment of silence.

AMENDMENTS / APPROVAL OF AGENDA

MOTION: Mayor Bennett moved to approve the agenda with an amendment to remove item #2A. Leo Holland's Planning Board recognition and have it placed on the December Council meeting agenda. The motion was seconded by Councilman Conners. The motion passed unanimously (5-0).

CONSENT AGENDA

The consent agenda consisted of the following items:

- o Council Meeting Minutes – September 10, 2019

MOTION: Mayor pro tem Nason moved to approve the consent agenda as presented. The motion was seconded by Councilman Conners. The motion passed unanimously (5-0).

44
45 **STAFF REPORTS**

46 The following Department Heads presented department reports for the month:

- 47 o Town Planner Wes Haskett presented the Planning Department's monthly report for
48 September. He reported the Planning Board will be meeting on October 21st to continue
49 its discussion of the Town's current requirements for building height and fill.
50 o Police Chief David Kole presented his Department's monthly report for September.
51 o Fire Chief Limbacher presented the Fire Department's monthly report for September.
52 o The Interim Town Manager provided a brief update on Town operations:
53 o Hurricane Dorian-Debris removal began on September 24th and there are
54 currently two trucks working in the Town. As of yesterday, a total of 68 loads, or
55 3,461 cubic yards, of vegetative debris has been hauled to the landfill in Manns
56 Harbor. The debris removal contractor and our debris removal monitoring
57 contractor have both indicated that the pick-up will take longer than initially
58 anticipated. However, the contractors have also indicated that additional trucks
59 will begin working in the Town as soon as possible, so we ask that everyone
60 please be patient as the pick-up moves through the Town.
61 o Capital Street Projects-We have received the geotechnical reports for the E.
62 Dogwood Tri., Dewberry Ln., Hillcrest Dr., and Sea Oats Tri. street projects. The
63 Town Engineer has started drawing the plans for the E. Dogwood Tri. project.
64 We'll continue to provide updates on these projects as they move forward.
65 o S. Dogwood Tri. Walking Path-The bid opening for the S. Dogwood Tri. walking
66 path will take place on Thursday, October 3rd at 10:00 a.m. Assuming we receive
67 at least three bids on the project, we will add the consideration of awarding a
68 contract to the November 6, 2019 meeting agenda.
69 o Town Attorney Gallop had no report.

70
71
72 **GENERAL PUBLIC COMMENT**

73 Mayor Bennett called for public comment and the following citizens offered comment:

- 74 1. Tommy Karole-77 East Dogwood-Cut-thru Traffic Committee Chair, working on the
75 process of setting up some meetings. Believes he has diversity among his group so that
76 all opinions and areas of Town are represented. Hopeful to bring some good solutions.
77 2. Paul Borzellino-16 7th Avenue-supports beach nourishment and the budget amendment
78 to contract with financial consultants DEC Associates. Perhaps Dare County will see this
79 as a commitment and reserve the 7 million for Southern Shores beach nourishment.

80
81 Hearing no other citizen wishing to speak, Mayor Bennett closed public comment.
82
83

84 **OLD BUSINESS**

85 Consideration of Budget Amendment #4 -Half of the total amount due for financial planning
86 from DEC Associates, Inc. for beach nourishment. DEC Associates (Doug and Andrew Carter) are
87 an independent firm providing help with shoreline protection financial planning and the
88 financing modes available to the Town, should Council decide to pursue such a project.

89
90
91 Mayor Bennett stated other towns and the county have used DEC Associates. He felt the first step
92 was making sure that there is somebody on board who can really advise and help with a plan that
93 will allow the Town to pay for the beach nourishment project, if Council decides to move forward.
94 He further stated that it will send a message to the county that the town is, at least this point in
95 time, moving forward. Council can commit now, November or December, but needs to make a
96 decision in a timely manner.

97
98 Councilman Newberry asked if anyone talked to the other towns and county about their learning
99 experiences. He felt it was worth talking to the other towns before spending money on a
100 consultant, unless they say we need a consultant.

101
102 Mayor Bennett stated he had talked with all the towns during the last project, Kitty Hawk, Duck,
103 and Kill Devil Hills. He said they all used the same consultant, speak highly of them and the county
104 has encouraged Southern Shores to work with DEC Associates. Mayor Bennett stated until DEC
105 knows all the financials for Southern Shores, we do not know what they will recommend.

106
107 Councilman McDonald stated he ran the numbers of what a 14-16-million-dollar project would
108 run. He inquired as to how much the county was willing to provide and if it was going to be a
109 50/50 match.

110
111 Mayor Bennett stated as of February the amount the county was willing to commit to Southern
112 Shores was 7 million. He stated Southern Shores does not have a bid price to actually provide
113 project numbers, just estimates.

114
115 Councilman McDonald stated he would like Council to invite the County Chair and Finance
116 Director to come and present to our public some options on what the county can do, so we have a
117 better idea. He stated to also ask our finance department to work up some numbers so the public
118 knows what this is going to do to taxes. Is it going to be straight across the board, districts, how is
119 it going to go?

120
121 Mayor Bennett stated that is why we are bringing a consultant on board. They will advise as to
122 what we could do and should do. Councilman McDonald felt that our own finance office could
123 come up with these numbers.

124
125 Councilman Nason stated Councilman McDonald and Newberry are correct in asking the question
126 on how we will pay for this. The county is asking us to use a certain professional organization to
127 help answer that question. The county is also looking for some type of commitment to the project
128 and we don't want to lose that 7 million dollars in the process, then there will be no project. He
129 said it will then be easy, and we don't do anything, no project. It is important that we as a town
130 show we are moving forward, that we are looking at the county's suggestions and using their
131 consultant to come up with answers to these questions. He further stated, Gary may be correct in
132 that our staff could do the numbers, but these financial planners have done this all over and they

may have seen ways that we have not. Doing nothing and delaying shows the opposite to the county. He supports contracting with the financial consultants, DEC Associates.

MOTION: Councilman Conners moved to pass this budget amendment #4 and authorize Mr. Haskett to engage in contract negotiations with DEC Associates, i.e. the financial planners. The motion was seconded by Mayor pro tem Nason. The motion passed 3-2 with Mayor Bennett, Mayor pro tem Nason, and Councilman Conners voting affirmative; Councilman McDonald and Councilman Newberry opposing.

Mayor Bennett stated he would be glad to have the County Manager and County Chair come and speak with Council at the November 6, 2019 meeting.

Councilman Newberry agreed with asking County Manager Bobby Outten to attend the November Council meeting.

Councilman McDonald inquired as to who specifically recommended DEC Associates to Council, the individual.

Mayor Bennett stated the Mayor of both Duck and Kitty Hawk recommended DEC to him. He further stated that he did not think the county would recommend Southern Shores using a company that they were not comfortable dealing with. The Mayor stated he spoke with Ken Willson who indicated that the Town can adjust the amount of sand needed, even if the project is in process.

GENERAL PUBLIC COMMENT

Mayor Bennett again called for public comment and the following citizens offered comment.

1. Trisha Farinholt-69 Ocean Blvd-when the canals were dredge all homeowners paid, it should be the same with beach nourishment.
2. Ann Sjoerdsma-69 Hickory Trail-agrees with Trisha Farinholt that all homeowners benefit from the beach, predictable 3-2 vote.

Hearing no other citizens wishing to speak, Mayor Bennett closed public comment.

MAYOR COMMENTS & COUNCIL COMMENTS

Mayor Bennett stated two Planning Board Members stepped down from their positions in July. Leo Holland will be recognized at the December meeting. Joe McGraw wanted his recognition certificate mailed, rather than presented. Mayor Bennett recognized Mr. McGraw for his years of service on the Planning Board.

CLOSED SESSION

Mayor moved to go into closed session pursuant to NCGS §143-318.11 (a)(6) for purpose of approving prior closed session minutes. The motion was seconded by Councilman McDonald. The motion passed unanimously (5-0).

178

179 **ADJOURN**

180 **MOTION:** Upon returning to open session, Councilman McDonald moved to adjourn the meeting.
181 The motion was seconded Mayor pro tem Nason. The motion passed unanimously (5-0). The times
182 was 7:38 p.m.

183

184

185 ATTEST:

Respectfully submitted,

186

187

188 _____
Thomas G. Bennett, Mayor

Sheila Kane, Town Clerk



Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

www.southernshores-nc.gov

RESOLUTION 2019-11-01

A RESOLUTION DECLARING CERTAIN PROPERTY OF THE TOWN TO BE SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY

WHEREAS, the Town Council of the Town of Southern Shores, North Carolina, has determined that the Town owns certain personal property that is no longer needed or usable by the Town; and

WHEREAS, the property is described below:

DEPT.	MAKE	DISPOSAL
POLICE DEPT	BMV TK 5-TON 1991	GOV-DEALS
POLICE DEPT	DODGE CHARGER 2012	GOV-DEALS
POLICE DEPT	CHEVY TAHOE 2X2 2013	GOV DEALS
POLICE DEPT	CANDALE MTN BIKE	GOV DEALS
POLICE DEPT	TREK MTN BIKE	GOV DEALS
PUBLIC WORKS	BUSH HOG FINISH MOWER	GOV DEALS

NOW, THEREFORE, BE IT RESOLVED by the Southern Shores Town Council that the Town Manager or his designee are hereby authorized to dispose of the aforementioned property by any means allowable to include offering for sale at public auction, donation to a nonprofit organization, internet on-line offering, private negotiation and sale, upset bid process, or destruction.

AND BE IT FURTHER RESOLVED that property described in this resolution is surplus as of November 6, 2019.

ATTEST:

Thomas G. Bennett, Mayor

Sheila Kane, Town Clerk



Town of Southern Shores Police Department

5375 N. Virginia Dare Trail, Southern Shores, NC 27949
Phone 252-261-3331 / Fax 252-261-4851
infopd@southernshores-nc.gov
www.southernshores-nc.gov



David M. Kole
Chief of Police

September 26, 2019

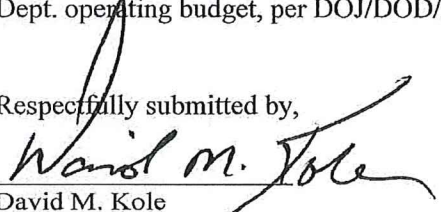
To: Interim Town Manager Wes Haskett
From: Chief of Police David M. Kole
Subject: Police Dept. Surplus Property

The following list of police department property is no longer needed and/or usable by the police department. I request that said property be declared surplus in accordance with all General Statutes and Town Ordinances.

Description	Make	Model	Year	Condition	Est Value	Ser Vin No#	Mileage
Police Vehicle	BMV	TK 5-Ton	1991	Poor	\$2500.00	2305216	32,000
Police Vehicle	Dodge	Charger	2012	Fair	\$3500.00	5459	81,000
Police Vehicle	Chev.	Tahoe2x2	2013	poor	\$4500.00	6040	81,000
Police Mtn. bike	CanDale	NA	2005	Fair	\$300.00	65136	
Police Mtn. bike	Trek	NA	2003	poor	\$100.00	1617324	

NOTE Police Vehicles may include emergency equipment (lights, siren, control console, in-car camera, push-bar, cage, rifle rack, etc.) *note* all proceeds from sale of BMV 5-ton must be deposited in Police Dept. operating budget, per DOJ/DOD/LESS program rules/regulations.

Respectfully submitted by,


David M. Kole
Chief of Police

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization)

Disaster Number: **FEMA-4465-DR-NC**

Town of Southern Shores

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start

Month: July Day: 1

Applicant's Federal Employer's Identification Number

56-1247392

Applicant's Federal Information Processing Standards (FIPS) Number

PRIMARY AGENT

SECONDARY AGENT

Agent's Name

Wes Haskett

Agent's Name

Bonnie Swain

Organization

Town of Southern Shores

Organization

Town of Southern Shores

Official Position

Interim Town Manager

Official Position

Finance & Personnel Officer

Mailing Address

5375 N. Virginia Dare Tr.

Mailing Address

5375 N. Virginia Dare Tr.

City, State, Zip

Southern Shores, NC 27949

City, State, Zip

Southern Shores, NC 27949

Daytime Telephone

252-261-2394

Daytime Telephone

252-261-2394

Facsimile Number

252-255-0876

Facsimile Number

252-255-0876

Pager or Cellular Number

Pager or Cellular Number

252-256-0919

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 20__.

GOVERNING BODY

CERTIFYING OFFICIAL

Name and Title

Name

Name and Title

Official Position

Name and Title

Daytime Telephone

CERTIFICATION

I, _____, (Name) duly appointed and _____ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of _____ (Organization) on the _____ day of _____, 20__.

Date: _____

Signature: _____



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: _____ DISASTER: Hurricane Dorian
FEMA- 4465 -DR-NC

PUBLIC ASSISTANCE CFDA# 97.036

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management ("the State") and _____ ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called Hurricane Dorian, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4465 - DR-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - Designation of Applicant's Agent;
 - State-Applicant Disaster Assistance Agreement
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.
15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.
20. The Applicant shall comply with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

Date

Applicant's Federal Tax I.D.
Number (required)

BY: _____

Signature

Typed Name

Title

FOR THE STATE:

Date

BY: _____

Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Bid Tabulation Sheet - South Dogwood Trail Path Construction Project

10/3/2019

Contractor	Envelope #1			Envelope #2					Engineer's Estimate Range
	Proof of Contractors License	5% Bid Deposit	MB & WB Efforts	Base Bid - Lump Sum	Alt. Bids	Price	Unit Price Sheet Completion	Acknowledgment of Addendums	
Hatchell Concrete, Inc.	X	X	X	\$ 623,839.35	Seg 1-Alt 1	\$ 4,203.25	X	X	Base Bid Range
					Seg 1-Alt 2	\$ 4,203.25			
					Seg 2-Alt 1	\$ 4,203.25			\$ 862,127.19
					Seg 2-Alt 2	\$ 4,203.25			\$ 1,034,552.62
					Seg 2-Alt 3	\$ 4,628.75			
RPC Contracting, Inc.	X	X	X	\$ 819,710.00	Seg 1-Alt 1	\$ 4,910.00	X	X	Seg 1 - Alt 1
					Seg 1-Alt 2	\$ 5,350.00			\$4,963.00 - \$5,955.60
					Seg 2-Alt 1	\$ 4,780.00			Seg 1 - Alt 2
					Seg 2-Alt 2	\$ 5,080.00			\$5,336.00 - \$6,403.20
					Seg 2-Alt 3	\$ 5,560.00			Seg 2 - Alt 1
Belvin Built General Contracting, Inc.	X	X	X	\$ 975,862.80	Seg 1-Alt 1	\$ 8,430.00	X	X	\$7,095.00 - \$8,514.00
					Seg 1-Alt 2	\$ 8,640.00			Seg 2 - Alt 2
					Seg 2-Alt 1	\$ 8,484.00			\$7,165.00 - \$8,598.00
					Seg 2-Alt 2	\$ 8,340.00			Seg 2 - Alt 3
					Seg 2-Alt 3	\$ 8,550.00			\$7,590.00 - \$9,108.00
Barnhill Contracting Company	X	X	X		Seg 1-Alt 1		Missing		
					Seg 1-Alt 2				
					Seg 2-Alt 1				
					Seg 2-Alt 2				
					Seg 2-Alt 3				

Prepared by: Anlauf Engineering, PLLC

Seg 1 - Alt 1 = pedestrian crossing - Wild Swan Lane
 Seg 1 - Alt 2 = pedestrian crossing - Osprey Lane
 Seg 2 - Alt 1 = pedestrian crossing - Marina Circle
 Seg 2 - Alt 2 = pedestrian crossing - Sassafras Lane
 Seg 2 - Alt 3 = pedestrian crossing - Yaupon Trail



HATCHELL CONCRETE INC.



Proposal

Title: South Dogwood Trail Path Construction Project

Project: Construction of 5' wide concrete path along South Dogwood Trail

Route(s): South Dogwood Trail

County: Dare County

Date: August 8, 2019 Bid Opening: September 5, 2019

Notice:

All Bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the Bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the Bid is \$30,000 or more, except for certain specialty work as determined by the Licensing Board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. Bidders must comply with applicable portions of current law, including but not limited to, legislation adopted in Session 2001 by the General Assembly of North Carolina, including Senate Bill 914 and House Bill 1169.

Hatchell Concrete Inc.
Name of Bidder

PO Box 2405 Manteo NC 27954
Address of Bidder

Return Bids to:

Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600

Contents

Instructions to Bidders	3
Contract Bid Forms.....	11
Women & Minority Business Participation Worksheets	14
Plan Set	
Technical Specifications dated July 24, 2019	
Contract Form	

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS,
THE TECHNICAL SPECIFICATIONS, AND THE CONTRACT FORM CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID

All Bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause a bid to be considered irregular and may be grounds for rejection of that bid.

1. DEFINITIONS

Capitalized terms not defined herein shall have as their meaning the definition provided in the Technical Specifications.

The following definitions shall apply:

- A. ***Proposal Form*** – This document entitled “Proposal”, which describes the procedures for bidding on the “South Dogwood Trail Path Construction Project” and the possible awarding of a contract for said project, as said document is considered prior to completion by a Bidder.
- B. ***Technical Specifications*** – That certain document entitled “Technical Specifications for South Dogwood Trail Path Construction Project” which document details requirements with regard to the South Dogwood Trail Path Construction Project for the Town.

2. PROPOSAL REQUIREMENTS

2.01 Form of Proposal

A. The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier's check, shall be enclosed in a sealed, labeled and addressed envelope, and filed with the Town, all as provided in this Proposal Form. Each Bid shall be prepared and submitted in accordance with the following requirements:

- 1. The bid sheets furnished by Town in this Proposal Form shall be used and shall not be altered in any manner. The entire, completed Proposal Form must be returned to the Town; do not separate the bid sheets from the Proposal!
- 2. All entries on the bid sheets, including signatures, shall be written in ink.
- 3. The Bidder shall submit a total fixed lump sum price for each part of the project on the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. The Bidder shall provide a unit price figure for each item listed on the bid form entitled “Contract Bid Sheet – Unit Prices”. The prices for each part of the Project will each be written in figures.
- 4. A total amount bid for the total of each part of the project shall be entered in the “Base Bid” column of the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. Such total shall be written in figures and shall be determined by adding the amounts bid for each of the projects involved.

5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. An authorized representative of the Bidder shall initial the change in ink.
6. The Bid shall be properly executed. All Bids shall show the following information:
 - Name of individual, firm, corporation, partnership or joint venture submitting Bid.
 - Name of individual or representative submitting Bid and position or title.
 - Name, signature, and position or title of witness.
 - Federal Identification Number.
 - Contractor's License Number.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The Bid shall not contain any unauthorized additions, deletions or conditions.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. Bids for this project shall be separated and marked in the following manner:
 - A copy of the Contractor's License, proof of efforts to seek WB and MB participation and 5% bid deposit (as described in Section 2.04.A below) shall be placed in an envelope marked "Envelope #1" and marked as to its contents.
 - The Bid or Proposal submitted, with all completed bid forms still attached, shall be placed in a separate envelope marked "Envelope #2" and marked as to its contents.
 - Envelopes 1 and 2 shall constitute the Bidder's Bid. Envelopes 1 and 2 shall be placed in a sealed envelope, marked clearly, on the outside of the envelope with the phrase "Sealed Bid South Dogwood Trail Path Construction Project, to be opened at 10:00 AM on September 5, 2019", as to indicate the contents without being opened and shall be delivered to and received by the Southern Shores Town Hall at 5375 N. Va. Dare Trail, Southern Shores, NC by 10:00 AM on September 5, 2019. No Faxed or electronically mailed bids will be accepted.
11. The sealed bid must display the following statement on the front of the sealed envelope:

**Sealed Bid
South Dogwood Trail Path Construction Project
to be opened at 10:00 AM on September 5, 2019.**

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600**

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required pursuant to a Proposal embracing alternate Bids. All items identified above and all parts of this Proposal Form must be completed and returned with the Bid.

B. Unless otherwise specified, Bidders shall bid on all items listed in the Proposal Form, and the lowest responsible Bidder shall be determined as noted in Subsection 3.01 of this Proposal Form. Except as provided herein, Proposals which are incomplete or fail to comply with all items required in the Proposal Form may be rejected.

2.02 Withdrawal, Modification, or Alteration of Proposal

- A. A Proposal may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw a Proposal after the scheduled closing time for filing Bids. The provisions of this Section shall apply to Bids where the Bidder has been negligent in preparing the Bidder's Proposal.
- B. Prior to the scheduled time for opening the Bids, changes may be made to any Bid. Such changes shall be initialed by the Bidder or his agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the Town will prevail. The Bidder is responsible for ensuring that the changes to the Bid are received by the Town within the deadline provided above. To make such changes, the Bidder shall either: (1) withdraw the Bidder's previous Bid and provide a new Bid that meets all the requirements for submitting an initial Bid as provided in this Proposal Form; or (2) retrieve the Bidder's previous Bid, modify the same, and then resubmit the same according to the requirements of submitting an initial bid as provided in this Proposal Form.

2.03 Late Proposals

- A. Proposals received after the scheduled closing time for filing bids as set forth in this Proposal Form will be rejected and returned unopened to the Bidder, unless such closing time is extended by the Town.

2.04 Proposal Guaranty and Organization

- A. Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the Town of Southern Shores, North Carolina, in an amount equal to at least 5% of the total amount of the Bid. Such Proposal guaranty shall be forfeited and become the property of the Town in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract, including the Contract Form (which term is defined in the Technical Specifications), within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the Town for execution. Bid bonds submitted shall be on the form provided by the Surety to the Town.

2.05 Examination of Contract Documents and Site of Work

- A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and Contract Documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the Contract Documents has been obtained by Owner from data at hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Bidder must take into consideration in such Bidder's Bid the possibility that conditions affecting the cost or quantity of work may differ from those indicated.
- B. Refer to the Technical Specifications for additional provisions relative to site conditions.

2.06 Interpretation of Contract Documents

- A. If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Bidders. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner.
- B. THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.
- C. The Base Bid shall be a lump sum values to complete the project. The Base Bid shall be the basis of identifying the apparent low Bidder, provided, however, the apparent low Bidder shall not be deemed the lowest responsible Bidder.

2.07 Addenda to Contract Documents

- A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if such Contractor is awarded the Contract.

2.08 Familiarity with Laws and Ordinances

- A. The Bidder is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the

materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.

- B. The Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the Town of Southern Shores and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of Town of Southern Shores contracts:

FEDERAL AGENCIES/STATE AGENCIES

North Carolina Department of Environmental Quality

Division of Land Quality

Division of Water Resources

Division of Coastal Management

Division of Air Quality

Division of Marine Fisheries

Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Wildlife Resources Commission

Dare County Health Department

United States Army Corp of Engineers

NOAA – National Marine Fisheries Service

2.9 Amount of Work to be Done

- A. Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof. Unit Prices shall extend to these changes.
- B. The Owner does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated for the Bid. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

2.10 Bid Prices to Cover the Entire Work

- A. The Bid is a lump sum Bid for the Base Bid as provided on the bid form entitled "Contract Bid Sheet – Lump Sum Prices".
- B. Bidders must complete the unit price bid form entitled "Contract Bid Sheet – Unit Prices" so that the prices included cover the entire cost of each item of work set forth on the aforementioned form,

and when, in the opinion of the Owner, the prices in any Proposal are obviously unbalanced, such Proposal may be rejected.

2.11 Subcontracts

- A. The Contractor shall not subcontract to any one subcontractor a larger percentage of the work than the Contractor performs through the Contractor's employees. The Contractor shall perform at least 40 percent of the work through the Contractor's employees.

2.12 Rejection of Proposals

- A. The Owner reserves the right to reject any or all Bids in whole or in part or waive irregularities not affecting substantial rights.
- B. The Town reserves the right to reject any or all bids or to reduce the scope of work to fit within the Town's budget.
- C. Per the Proposal and GS, the Owner may reject a bid if the Town finds any one of the following: (i) bidder does not have sufficient financial ability to perform the contract; (ii) bidder does not have equipment available to perform the Contract; (iii) bidder does not have key personnel available of sufficient experience to perform the contract; (iv) or bidder has repeatedly breached contractual obligations to public and private contracting agencies; (v) or bidder is not a responsible Bidder.
- D. The Owner may make such investigation as is necessary to determine whether a Bidder is a responsible Bidder. If a bidder fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids on a finding of Owner that it is in the public interest to do so.
- F. No bid for a construction contract shall be received or considered by Owner unless the Bidder holds the proper North Carolina Contractors License to perform the project work. General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the Town Council and submit satisfactory evidence that he has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer and Town.

3. AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

- A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Bidder submitting the lowest acceptable and responsible Bid. In determining the lowest acceptable and responsible Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, outstanding warrantee issues, past performance issues, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of

any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Bidder to perform the work, and whether the Bidder is a responsible Bidder.

- B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit price of Bid shall govern.
- C. Between the time of the opening of the Bid Proposal and the award of the Contract, the low Bidder may discuss with the Engineer and Town any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual Documents between the Engineer, the Town, and the Contractor. The award will be made by the Town Manager or Public Works Director.
- D. Award and tender of Contract or the rejection of all bids shall be made within 45 calendar days after the date of opening Bids.

3.02 Execution of Contract

- A. The lowest responsible Bidder to whom the Contract is awarded, if it be awarded, shall be notified by the Town. Within ten (10) days from the date of receipt of notice that the Bidder has been awarded the Contract, Bidder shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates, as specified in the Technical Specifications (see Section 7.06 of the Technical Specifications); and (3) the Performance Bond and Payment Bond, as specified in Section 3.06 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.

3.03 Failure to Execute Contract

- A. Failure on the part of the Bidder to execute the Contract in accordance with subsection 3.02 will be just cause for cancellation of the award and forfeiture of the proposal guaranty. The forfeited proposal guaranty shall become the property of the Owner as liquidated damages sustained by the breach of contract by the Bidder. The Owner may then award the Contract to the next lowest acceptable and responsible Bidder, re-advertise the work, or take such other course the Owner deems expedient.

3.04 Return of Proposal Guaranty

- A. The Bid security of other Bidders whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the earlier of seven days after the Notice to Proceed or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- B. Bid security of the other Bidders whom the Town believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

3.05 Transfer of Contract and Interests Therein

- A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without the prior written approval of Owner.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

3.06 Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Town Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

3.07 Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract (as specified in Technical Specification, including Section 7.06 of the Technical Specifications s) has been obtained. A certificate of insurance evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by Town Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

3.08 Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed". See Section 8.03 of the Technical Specifications for more information regarding the issuance of a Notice to Proceed and the beginning of the work after the issuance of such notice.

3.09 Weather Delay Policy

- A. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity and frequency.
1. Owner and Contractor agree that the determination of "normal" intensity and frequency of weather events can be a difficult process. In lieu of any attempt to determine same through records or opinions of some weather agency, Owner and Contractor, by their having signed the Construction Contract agreement for this Project mutually agree that a number of calendar days equal to 10% of the Contract Time shall represent the number of days during which work is not feasible (Bad Weather Days) during "normal conditions". Only Bad Weather Days in excess of said 10% shall be a valid basis for claim for extension of the Contract Time. The following procedures shall be followed:
- a. Once each week during the Contract Time, Contractor shall notify Engineer of any Bad Weather Day(s) occurring during the previous week. Should Contractor fail to so notify Engineer within fourteen (14) calendar days after any such Bad Weather Day, Engineer may refuse to accept such day. Owner and Contractor agree that this shall be an ongoing process, while events are fresh in everyone's minds, and in no case shall the determination of Bad Weather Days be done retrospectively at the end of the project.
- b. Events giving rise to a Bad Weather Day shall include, but not necessarily be limited to, the following:
- (1) Rain during working hours totaling more than 0.25" or lasting more than 2 hours.
 - (2) Excessively wet jobsite conditions due to heavy rain the previous day or night.
 - (3) Other extreme and dangerous weather, such as heat 100° F or above, nearby lightning, etc.
 - (4) Temperatures too cold for proper conduct of paving, concrete or other operations.
 - (5) Flooding or other effects of tropical storm, hurricane or nor'easter.
 - (6) Any weather or other event giving rise to a declaration of a State of Emergency by the Town Manager or other public official in the jurisdiction of the jobsite.
 - (7) No Bad Weather Day will be approved during which the Contractor actually carries out production operations for at least 6 hours.
- c. Engineer shall keep a running record of Bad Weather Days, on an individual day basis, noting the type of condition which prevented work. If Engineer disagrees with Contractor that conditions on a given day were unsuitable for work, he shall promptly advise Contractor of such opinion.

- d. After the cumulative number of Bad Weather Days exceeds the said 10% of the Contract Time, each excess day (except as provided below) shall be the basis of a claim for one day's extension of the Contract Time.
- e. Bad Weather Day conditions occurring on a weekend or Holiday, as defined herein, shall not be counted toward the 10%. Nor shall any excess day where Bad Weather Day conditions exist be a basis for extension of time if that day is on a weekend or Holiday.

Town of Southern Shores

Contract Bid Sheet - Lump Sum Price

10/1/19

Title: **South Dogwood Trail Path Construction Project**

Project: Construction of 5' wide concrete path along South Dogwood Trail

Base Bid Table

1.	Lump Sum Bid for the construction of Segment 1 of the South Dogwood Trail Path Construction Project	\$ 396,459.05
2.	Lump Sum Bid for the construction of Segment 2 of the South Dogwood Trail Path Construction Project	\$ 227,380.30
Base Bid (Sum of Item 1. & 2.)		\$ 623,839.35

Alternate Bid Table

1.	Lump Sum Bid Alternate 1 / Segment 1 - Pedestrian Crossing - Wild Swan Lane	\$ 4203.25
2.	Lump Sum Bid Alternate 2 / Segment 1 - Pedestrian Crossing - Osprey Lane	\$ 4203.25
3.	Lump Sum Bid Alternate 1 / Segment 2 - Pedestrian Crossing - Marina Circle	\$ 4203.25
4.	Lump Sum Bid Alternate 2 / Segment 2 - Pedestrian Crossing - Sassafras Lane	\$ 4203.25
5.	Lump Sum Bid Alternate 3 / Segment 2 - Pedestrian Crossing - Yaupon Trail	\$ 4628.75

Contractor:

Hatchell Concrete Inc

Address:

PO Box 2405 Manteo NC 27954

License Number:

34205

Federal Tax ID Number

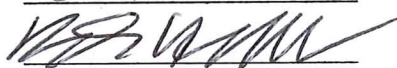
56-1839306

Authorized Agent:

Derek Hatchell

Title: President

Signature:



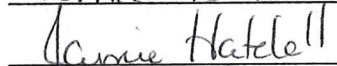
Date: 10.3.19

Witness:

Jamie Hatchell

Title: Secretary

Signature:



Date: 10.3.19

Contractor Acknowledgment of Addendums

Authorized Agent Signature:



Number of Addendums Received:

1-8

THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Town of Southern Shores

Contract Bid Sheet - Unit Prices

8/8/19

Title: South Dogwood Trail Path Construction Project

Project: Construction of 5' wide concrete path along South Dogwood Trail

Item No.	Description	Unit	Unit Price
1	Earthwork	sq.yd.	\$5.50
2	Undercutting	cu.yd.	\$27.00
3	Fill Material	cu.yd.	\$25.00
4	Reverse Cantilever Retaining Wall (< 4' tall)	ft.	\$180.00
5	Seed	acre	\$2,500.00
6	4000 psi Concrete	cu.yd.	\$375.00
7	Raised Curb	ft.	\$10.00
8	Parkway Curb	ft.	\$30.00
9	Silt fence	ft.	\$5.00
10	Class A Erosion Control Riprap	ton	\$78.00
11	Excelsior Fabric	sq.yd.	\$2.25
12	Tree & Stump Removal - Ø as measure 1 foot above natural grade		
	<12" Ø	each	\$1,200.00
	12"< Ø < 24"	each	\$1,500.00
	> 24" Ø	each	\$2,000.00

Listing of Minority Business & Women Business Subcontractors

Firm Name & Address	Minority Business (MB) & Women Business (WB)	Item No.	Item Description	*Agreed Upon Unit Price	Dollar Amount of Sublet Item
COASTAL Engineer PO Box 1129 Kitty Hawk, NC 27949	MB		Survey Services		\$ 6665. ⁰⁰

Dollar Amount of MB Subcontractor \$ 6665.⁰⁰

MB Percentage of Total Contract Bid Price 1%

Dollar Amount of WB Subcontractor 0

WB Percentage of Total Contract Bid Price 0

*The dollar amount shown in this column shall be the actual price agreed upon by the Prime Contractor and the MB/WB Subcontractor. These prices will be used to determine the percentages of the MB/WB participation in the Contract.

Minority Business Participation in Road Improvement Project Talking Points

North Carolina General Assembly amended state law effective January 1, 2002 requiring a verifiable ten percent goal for participation by minority businesses in the total value of work for each project for which a contract is awarded by units of local government.

Each contractor bidding on this project is expected to make a good faith effort to recruit minority business participation whether a subcontractor or vendor of supplies, material or equipment.

A minority business is one in which at least 51% is owned by one or more minority persons, or if a corporation, in which at least 51% of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals.

As a part of the bid, contractors are expected to (1) identify the minority businesses it will use on the project and the total dollar value of the bid that will be performed by the minority businesses or (2) document good faith efforts to meet the goal of minority participation. The documentation of good faith efforts must include evidence of good faith efforts implemented such as advertisements or solicitations for minority business participation in the project. Good faith efforts include:

1. Contacting minority businesses that reasonably could be expected to submit a quote;
2. Make the construction plans, specifications and requirements available for review by minority businesses;
3. Break down or combine elements of the work into economically feasible units to facilitate minority participation;
4. Work with minority trade, community or organizations;
5. Provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance;
6. Negotiate with minority businesses in good faith and not reject as unqualified without sound reasons;
7. Provide assistance to otherwise qualified minority business in need of equipment, loan, capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit;
8. Negotiating joint venture agreements with minority businesses;
9. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

STATE OF NORTH CAROLINA
COUNTY OF DARE

AFFIDAVIT

Regarding compliance with E-Verify, as required for all municipal contracts pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes and NCGS § 160A-20.1(b).

Now Comes the undersigned affiant, and being duly sworn by oath, does hereby state the following facts to be true:

1. That he or she is, or is an official of a business entity or other organization which is, an employer of employees in North Carolina; or that he or she or the said business entity or organization has subcontractors who employ employees in North Carolina.
2. That the employer is a potential contractor of the Town of Southern Shores and is executing this affidavit as "employer-contractor" to assure, confirm, and warrant to the Town of Southern Shores that the employer-contractor and the employer-contractor's subcontractors have complied with or verified that they do not have to comply with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes (NCGS).
3. That the employer-contractor states: (initial one)

☒ a. The employer-contractor, and/or each of its subcontractors, if any, are persons or business entities or other organizations, one or more of which employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period.

☐ b. The employer-contractor, and each of its subcontractors, if any, are persons or business entities or other organizations, each of which employs less than 25 employees.

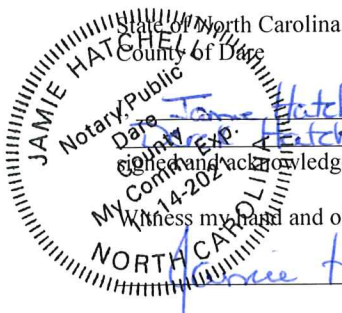
4. That if paragraph 3.a. above is initialed, the employer-contractor assures, confirms, and warrants that it and/or each of its subcontractors who employ 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period have, through the E-Verify program operated by the United States Department of Homeland Security as defined in NCGS §64-25(5), verified the work authorization of each employee.

5. That if paragraph 3.b. above applies to any future subcontractor of the employer-contractor, the employer-contractor assures, confirms, and warrants that it will ensure that such subcontractor complies with the provisions of paragraph 4 above.

This the 3 day of October, 2019.

Name of Employer-Contractor: Hatchell Concrete Inc

Signature: [Signature]
Name and title of person signing: Derek Hatchell - President



Jamie Hatchell, a Notary Public of the aforesaid State and County, do certify that Derek Hatchell, personally appeared before me this day, and being duly sworn and in my presence signed and acknowledged the execution of the foregoing AFFIDAVIT.

Witness my hand and official seal, this the 3 day of October, 2019.

Jamie Hatchell Notary Public My commission expires: 11.14.2021

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hatchell Concrete, Inc.
P.O. Box 2045
Manteo, NC 27954

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

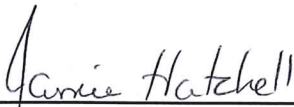
South Dogwood Trail Path

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of October, 2019.


(Witness)


(Witness) Sherri W. Hill

Hatchell Concrete, Inc.

(Principal)

By:

(Title)

RLI Insurance Company

(Surety)

By:

(Title) W. D. Morris Jr.

, Attorney-in-Fact

(Seal)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. Bid Bond

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W. D. Morris Jr. in the City of Columbia, State of SC,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Hatchell Concrete, Inc.

Obligee: Town of Southern Shores

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of

October, 2019.



State of Illinois

County of Peoria

} SS

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Vice President

CERTIFICATE

On this 3rd day of October, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 3rd day of October, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

Attach AFFIDAVIT A or AFFIDAVIT B to the Bid

State of North Carolina AFFIDAVIT A - Listing of the Good Faith Effort

County of Dare

Affidavit of Hatchell Concrete Inc
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidder must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

- ☒ **1 - (10 Points)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 - (10 Points)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 - (15 Points)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ **4 - (10 Points)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 - (10 Points)** Attended pre-bid meetings scheduled by the public owner.
- ☐ **6 - (20 Points)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 - (15 Points)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 - (25 Points)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 - (20 Points)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 Points)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

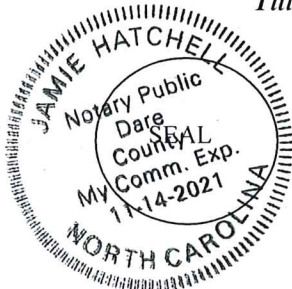
In accordance with GS143-128.2(d) and Board of Education Policy the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority, Women, and Small Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority, Women, and Small Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10-3-19

Name of Authorized Officer: Derek Hatchell

Signature: [Signature]

Title: President



State of NC County Dare

Subscribed and sworn to before me this 3rd day of October 2019

Notary Public [Signature]
Date 11-14-2021
County Dare
My Comm. Exp. 11-14-2021

My commission expires

HATCHELL CONCRETE, INC.

P.O. Box 2405
1002 Driftwood Drive
Manteo, NC 27954

NC LICENSED CONTRACTOR
Commercial & Residential

Phone: (252) 473-6074
Fax: (252) 473-6606
Email: hci@hatchellconcrete.com

GOOD FAITH EFFORT POLICY

To Whom It May Concern:

In order to encourage minority participation on projects that we bid, Hatchell Concrete Inc has the following policies that are in place and we follow:

- *Hatchell Concrete Inc breaks down or combines elements of work into feasible units to facilitate minority participation.*
- *Hatchell Concrete Inc provides assistance in obtaining bonding or insurance for minorities whenever possible.*
- *Hatchell concrete Inc provides joint pay agreements to secure loans, supplies or letter of credit. We also provide assistance with equipment rental and encourage suppliers to allow minority the same unit pricing.*
- *Hatchell Concrete Inc does provide quick pay agreements to enable minority contractors to meet cash-flow demands.*

Please contact our office with any questions or other options that may enable minority participation on any projects that we are bidding.

Sincerely,



Derek Hatchell
President

HATCHELL CONCRETE, INC.

P.O. Box 2405
1002 Driftwood Drive
Manteo, NC 27954

NC LICENSED CONTRACTOR
Commercial & Residential

Phone: (252) 473-6074
Fax: (252) 473-6606
Email: hci@hatchellconcrete.com

August 27, 2019

Re: Times Printing
Hannah Caton

Dear Hanna:

Please run ad in the next 2 issues of The Coastland Times as follows.

Hatchell Concrete, Inc. (EOE) is SOLICITING MINORITY SUBCONTRACT BIDS for the "Southern Dogwood Trail Path Constructoin Project." Plans are available for viewing at:

- The Town of Southern Shores Conference Room, 5375 N. Virginia Dare Trail, Southern Shores NC 27949,
- Anlauf Engineering, PLLC, 4721 W Eckner Street, Kitty Hawk, NC 27949
- Hatchell Concrete Inc., 1002 Driftwood Drive, Manteo NC 27954
- Online through Southern Shores Website

Hatchell Concrete is prepared to assist with: acquiring plans, breaking the project into component parts to allow for easily economical work scopes and quantities or units for bidding work scopes. Bonding or fast pay agreements in need are a negotiable area. If you have any questions please send by email to hci@hatchellconcrete.com.

If you have any questions please call me at 252-473-6074

Thanks!

Derek Hatchell Jr

HATCHELL CONCRETE, INC.

Hatchell Concrete, Inc. (EOE) is SOLICITING MINORITY SUBCONTRACT BIDS for the **“Southern Dogwood Trail Path Construction Project.”** Plans are available for viewing at:

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Derek Hatchell Jr.

From: Derek Hatchell Jr.
Sent: Friday, August 30, 2019 11:14 AM
To: barry@liquid-lawns.com
Subject: SS Dogwood Path Project
Attachments: Invitation to Bid R2.pdf

MBE

Barry,

Reaching out to see if you are interested in any work on this project. I have plans in the office, or I can email a set over. Interested in some unit pricing for hydro seed.

Thanks!

Derek Hatchell Jr
Assistant Project Manager
Email: derekjr@hatchellconcrete.com
Phone: (252) 473 6074
Fax (252) 473 6606
1002 Driftwood Drive, Manteo NC 27954

HATCHELL CONCRETE, INC.

Derek Hatchell Jr.

From: Derek Hatchell Jr.
Sent: Thursday, August 29, 2019 12:13 PM
To: Natalie Garrett
Subject: RE: Southern Dogwood Trail
Attachments: S Dogwood Path R3 Seg 1-4.pdf; S Dogwood Path R3 Seg 2-1.pdf; S Dogwood Path R3 Seg 2-2.pdf; S Dogwood Path R3 Seg 2-3.pdf; S Dogwood Path R3 Seg 2-4.pdf; S Dogwood Path R3 Seg 1-1.pdf; S Dogwood Path R3 Seg 1-2.pdf; S Dogwood Path R3 Seg 1-3.pdf

MBE

Plans attached

From: Natalie Garrett <natalie@coastales.com>
Sent: Thursday, August 29, 2019 11:36 AM
To: Derek Hatchell Jr. <derekjr@hatchellconcrete.com>
Cc: Mitch Halloran <mitch@coastales.com>
Subject: Southern Dogwood Trail

Hi Derek,

Hope you're doing well. Saw you solicitation in the paper. Mitch is asking for Sheets 1-4 and 2-4.

Thank you,

Natalie Garrett, PLA, ASLA
Coastal Engineering & Surveying, Inc.
4425 North Croatan Highway
Kitty Hawk, NC 27916
Ph: 252-261-4151
Cell: 252-722-3336

Important Notice: The content of this email is intended only for use by the individual or entity to whom it is addressed. If you have received this email by mistake, please advise the sender and delete the message and attachments immediately. This email, including attachments, may contain confidential, sensitive, legally privileged and/or copyright information.

Think before you print.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

September 30, 2019

Derek Hatchell
Hatchell Concrete, Inc.
1002 Driftwood Drive
Manteo, NC 27954

Re: Survey Construction Stakeout Services for South Dogwood Trail

Dear Mr. Hatchell:

Coastal Engineering & Surveying, Inc. (CE&S) would like to thank you for the opportunity to provide you with our services for the South Dogwood Trail project in Southern Shores, NC as shown on bid plans prepared by Anlauf Engineering, PLLC and we are pleased to present this scope of services proposal for Segment 1 & Segment 2 Survey Construction Stakeout activities.

CE&S scope of services is as follows:

Survey Construction Stakeout

- *FLAG TREES MARKED FOR REMOVAL, SET PROJECT BENCHMARKS ALONG WORK AREA & STAKE CONCRETE APRONS FOR REMOVAL LIMITS*
- *STAKE BEGINNING AND END POINTS OF PARKWAY CURBS*
- *STAKE BEGINNING AND END POINTS OF RETAINING WALLS*
- *STAKE 3' OFFSETS FROM EDGE OF CONCRETE WITH GRADES AT 50 FOOT STATIONS ON STRAIGHT SEGMENTS AND 25 FOOT STATIONS ON CURVES, STAKED ON OPPOSITE SIDE FROM ROAD*

* Survey staking intended to be coordinated with contractor and accomplished on four (4) site visits.

CE&S fee to complete construction stakeout services for Segment 1 will be \$3,380

CE&S fee to complete construction stakeout services for Segment 2 will be \$3,285

This proposal is to stakeout each item once, re-staking will be performed at our company hourly rates. Additional Survey Construction Stakeout Services can be provided as needed at our company hourly rates. CE&S hourly rates are attached.

This proposal is contingent on CE&S be provided with the most current digital computer files in an AutoCAD format, enabling office computations to support the survey construction staking, which will be conducted by a single surveying field crew (2 man).

Thank you again for considering our Surveying Construction Services for the South Dogwood Trail project in Southern Shores and we look forward to working on this project with your company in the future.

Sincerely,
Coastal Engineering & Surveying, Inc.

Mitch Halloran

Mitch Halloran
Project Manager

License Year

2019

License No.

34205

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Hatchell Concrete, Inc.
Manteo, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Unclassified

until

December 31, 2019

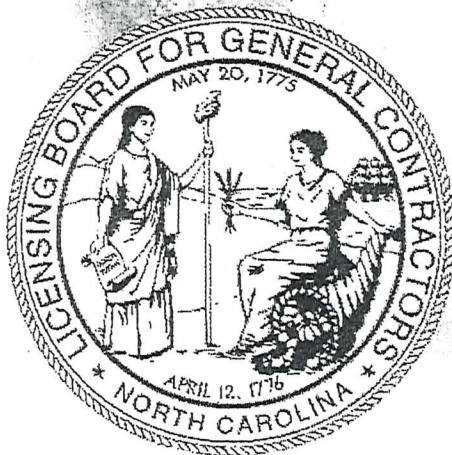
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



Chairman

Secretary-Treasurer

RPC CONTRACTING INC.



Proposal

Title: South Dogwood Trail Path Construction Project
Project: Construction of 5' wide concrete path along South Dogwood Trail
Route(s): South Dogwood Trail
County: Dare County
Date: August 8, 2019 Bid Opening: September 5, 2019

Notice:

All Bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the Bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the Bid is \$30,000 or more, except for certain specialty work as determined by the Licensing Board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. Bidders must comply with applicable portions of current law, including but not limited to, legislation adopted in Session 2001 by the General Assembly of North Carolina, including Senate Bill 914 and House Bill 1169.

RPC Contracting Inc.

Name of Bidder

PO Box 333, Kitty Hawk NC, 27949

Address of Bidder

Return Bids to:

Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600

Contents

Instructions to Bidders	3
Contract Bid Forms.....	11
Women & Minority Business Participation Worksheets	14
Plan Set	
Technical Specifications dated July 24, 2019	
Contract Form	

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS,
THE TECHNICAL SPECIFICATIONS, AND THE CONTRACT FORM CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID

All Bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause a bid to be considered irregular and may be grounds for rejection of that bid.

1. DEFINITIONS

Capitalized terms not defined herein shall have as their meaning the definition provided in the Technical Specifications.

The following definitions shall apply:

- A. ***Proposal Form*** – This document entitled “Proposal”, which describes the procedures for bidding on the “South Dogwood Trail Path Construction Project” and the possible awarding of a contract for said project, as said document is considered prior to completion by a Bidder.
- B. ***Technical Specifications*** – That certain document entitled “Technical Specifications for South Dogwood Trail Path Construction Project” which document details requirements with regard to the South Dogwood Trail Path Construction Project for the Town.

2. PROPOSAL REQUIREMENTS

2.01 Form of Proposal

- A. The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier’s check, shall be enclosed in a sealed, labeled and addressed envelope, and filed with the Town, all as provided in this Proposal Form. Each Bid shall be prepared and submitted in accordance with the following requirements:
 - 1. The bid sheets furnished by Town in this Proposal Form shall be used and shall not be altered in any manner. The entire, completed Proposal Form must be returned to the Town; do not separate the bid sheets from the Proposal!
 - 2. All entries on the bid sheets, including signatures, shall be written in ink.
 - 3. The Bidder shall submit a total fixed lump sum price for each part of the project on the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. The Bidder shall provide a unit price figure for each item listed on the bid form entitled “Contract Bid Sheet – Unit Prices”. The prices for each part of the Project will each be written in figures.
 - 4. A total amount bid for the total of each part of the project shall be entered in the “Base Bid” column of the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. Such total shall be written in figures and shall be determined by adding the amounts bid for each of the projects involved.

5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. An authorized representative of the Bidder shall initial the change in ink.
6. The Bid shall be properly executed. All Bids shall show the following information:
 - Name of individual, firm, corporation, partnership or joint venture submitting Bid.
 - Name of individual or representative submitting Bid and position or title.
 - Name, signature, and position or title of witness.
 - Federal Identification Number.
 - Contractor's License Number.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The Bid shall not contain any unauthorized additions, deletions or conditions.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. Bids for this project shall be separated and marked in the following manner:
 - A copy of the Contractor's License, proof of efforts to seek WB and MB participation and 5% bid deposit (as described in Section 2.04.A below) shall be placed in an envelope marked "Envelope #1" and marked as to its contents.
 - The Bid or Proposal submitted, with all completed bid forms still attached, shall be placed in a separate envelope marked "Envelope #2" and marked as to its contents.
 - Envelopes 1 and 2 shall constitute the Bidder's Bid. Envelopes 1 and 2 shall be placed in a sealed envelope, marked clearly, on the outside of the envelope with the phrase "Sealed Bid South Dogwood Trail Path Construction Project, to be opened at 10:00 AM on September 5, 2019", as to indicate the contents without being opened and shall be delivered to and received by the Southern Shores Town Hall at 5375 N. Va. Dare Trail, Southern Shores, NC by 10:00 AM on September 5, 2019. No Faxed or electronically mailed bids will be accepted.
11. The sealed bid must display the following statement on the front of the sealed envelope:

**Sealed Bid
South Dogwood Trail Path Construction Project
to be opened at 10:00 AM on September 5, 2019.**

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600**

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required pursuant to a Proposal embracing alternate Bids. All items identified above and all parts of this Proposal Form must be completed and returned with the Bid.

B. Unless otherwise specified, Bidders shall bid on all items listed in the Proposal Form, and the lowest responsible Bidder shall be determined as noted in Subsection 3.01 of this Proposal Form. Except as provided herein, Proposals which are incomplete or fail to comply with all items required in the Proposal Form may be rejected.

2.02 Withdrawal, Modification, or Alteration of Proposal

- A. A Proposal may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw a Proposal after the scheduled closing time for filing Bids. The provisions of this Section shall apply to Bids where the Bidder has been negligent in preparing the Bidder's Proposal.
- B. Prior to the scheduled time for opening the Bids, changes may be made to any Bid. Such changes shall be initialed by the Bidder or his agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the Town will prevail. The Bidder is responsible for ensuring that the changes to the Bid are received by the Town within the deadline provided above. To make such changes, the Bidder shall either: (1) withdraw the Bidder's previous Bid and provide a new Bid that meets all the requirements for submitting an initial Bid as provided in this Proposal Form; or (2) retrieve the Bidder's previous Bid, modify the same, and then resubmit the same according to the requirements of submitting an initial bid as provided in this Proposal Form.

2.03 Late Proposals

- A. Proposals received after the scheduled closing time for filing bids as set forth in this Proposal Form will be rejected and returned unopened to the Bidder, unless such closing time is extended by the Town.

2.04 Proposal Guaranty and Organization

- A. Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the Town of Southern Shores, North Carolina, in an amount equal to at least 5% of the total amount of the Bid. Such Proposal guaranty shall be forfeited and become the property of the Town in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract, including the Contract Form (which term is defined in the Technical Specifications), within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the Town for execution. Bid bonds submitted shall be on the form provided by the Surety to the Town.

2.05 Examination of Contract Documents and Site of Work

- A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and Contract Documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the Contract Documents has been obtained by Owner from data at hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Bidder must take into consideration in such Bidder's Bid the possibility that conditions affecting the cost or quantity of work may differ from those indicated.
- B. Refer to the Technical Specifications for additional provisions relative to site conditions.

2.06 Interpretation of Contract Documents

- A. If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Bidders. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner.
- B. THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.
- C. The Base Bid shall be a lump sum values to complete the project. The Base Bid shall be the basis of identifying the apparent low Bidder, provided, however, the apparent low Bidder shall not be deemed the lowest responsible Bidder.

2.07 Addenda to Contract Documents

- A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if such Contractor is awarded the Contract.

2.08 Familiarity with Laws and Ordinances

- A. The Bidder is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the

materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.

- B. The Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the Town of Southern Shores and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of Town of Southern Shores contracts:

FEDERAL AGENCIES/STATE AGENCIES

North Carolina Department of Environmental Quality

Division of Land Quality

Division of Water Resources

Division of Coastal Management

Division of Air Quality

Division of Marine Fisheries

Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Wildlife Resources Commission

Dare County Health Department

United States Army Corp of Engineers

NOAA – National Marine Fisheries Service

2.9 Amount of Work to be Done

- A. Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof. Unit Prices shall extend to these changes.
- B. The Owner does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated for the Bid. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

2.10 Bid Prices to Cover the Entire Work

- A. The Bid is a lump sum Bid for the Base Bid as provided on the bid form entitled "Contract Bid Sheet – Lump Sum Prices".
- B. Bidders must complete the unit price bid form entitled "Contract Bid Sheet – Unit Prices" so that the prices included cover the entire cost of each item of work set forth on the aforementioned form,

and when, in the opinion of the Owner, the prices in any Proposal are obviously unbalanced, such Proposal may be rejected.

2.11 Subcontracts

- A. The Contractor shall not subcontract to any one subcontractor a larger percentage of the work than the Contractor performs through the Contractor's employees. The Contractor shall perform at least 40 percent of the work through the Contractor's employees.

2.12 Rejection of Proposals

- A. The Owner reserves the right to reject any or all Bids in whole or in part or waive irregularities not affecting substantial rights.
- B. The Town reserves the right to reject any or all bids or to reduce the scope of work to fit within the Town's budget.
- C. Per the Proposal and GS, the Owner may reject a bid if the Town finds any one of the following: (i) bidder does not have sufficient financial ability to perform the contract; (ii) bidder does not have equipment available to perform the Contract; (iii) bidder does not have key personnel available of sufficient experience to perform the contract; (iv) or bidder has repeatedly breached contractual obligations to public and private contracting agencies; (v) or bidder is not a responsible Bidder.
- D. The Owner may make such investigation as is necessary to determine whether a Bidder is a responsible Bidder. If a bidder fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids on a finding of Owner that it is in the public interest to do so.
- F. No bid for a construction contract shall be received or considered by Owner unless the Bidder holds the proper North Carolina Contractors License to perform the project work. General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the Town Council and submit satisfactory evidence that he has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer and Town.

3. AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

- A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Bidder submitting the lowest acceptable and responsible Bid. In determining the lowest acceptable and responsible Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, outstanding warrantee issues, past performance issues, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of

any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Bidder to perform the work, and whether the Bidder is a responsible Bidder.

- B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit price of Bid shall govern.
- C. Between the time of the opening of the Bid Proposal and the award of the Contract, the low Bidder may discuss with the Engineer and Town any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual Documents between the Engineer, the Town, and the Contractor. The award will be made by the Town Manager or Public Works Director.
- D. Award and tender of Contract or the rejection of all bids shall be made within 45 calendar days after the date of opening Bids.

3.02 Execution of Contract

- A. The lowest responsible Bidder to whom the Contract is awarded, if it be awarded, shall be notified by the Town. Within ten (10) days from the date of receipt of notice that the Bidder has been awarded the Contract, Bidder shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates, as specified in the Technical Specifications (see Section 7.06 of the Technical Specifications); and (3) the Performance Bond and Payment Bond, as specified in Section 3.06 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.

3.03 Failure to Execute Contract

- A. Failure on the part of the Bidder to execute the Contract in accordance with subsection 3.02 will be just cause for cancellation of the award and forfeiture of the proposal guaranty. The forfeited proposal guaranty shall become the property of the Owner as liquidated damages sustained by the breach of contract by the Bidder. The Owner may then award the Contract to the next lowest acceptable and responsible Bidder, re-advertise the work, or take such other course the Owner deems expedient.

3.04 Return of Proposal Guaranty

- A. The Bid security of other Bidders whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the earlier of seven days after the Notice to Proceed or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- B. Bid security of the other Bidders whom the Town believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

3.05 Transfer of Contract and Interests Therein

- A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without the prior written approval of Owner.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

3.06 Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Town Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

3.07 Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract (as specified in Technical Specification, including Section 7.06 of the Technical Specifications s) has been obtained. A certificate of insurance evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by Town Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

3.08 Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed". See Section 8.03 of the Technical Specifications for more information regarding the issuance of a Notice to Proceed and the beginning of the work after the issuance of such notice.

3.09 Weather Delay Policy

- A. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity and frequency.
1. Owner and Contractor agree that the determination of "normal" intensity and frequency of weather events can be a difficult process. In lieu of any attempt to determine same through records or opinions of some weather agency, Owner and Contractor, by their having signed the Construction Contract agreement for this Project mutually agree that a number of calendar days equal to 10% of the Contract Time shall represent the number of days during which work is not feasible (Bad Weather Days) during "normal conditions". Only Bad Weather Days in excess of said 10% shall be a valid basis for claim for extension of the Contract Time. The following procedures shall be followed:
- a. Once each week during the Contract Time, Contractor shall notify Engineer of any Bad Weather Day(s) occurring during the previous week. Should Contractor fail to so notify Engineer within fourteen (14) calendar days after any such Bad Weather Day, Engineer may refuse to accept such day. Owner and Contractor agree that this shall be an ongoing process, while events are fresh in everyone's minds, and in no case shall the determination of Bad Weather Days be done retrospectively at the end of the project.
- b. Events giving rise to a Bad Weather Day shall include, but not necessarily be limited to, the following:
- (1) Rain during working hours totaling more than 0.25" or lasting more than 2 hours.
 - (2) Excessively wet jobsite conditions due to heavy rain the previous day or night.
 - (3) Other extreme and dangerous weather, such as heat 100° F or above, nearby lightning, etc.
 - (4) Temperatures too cold for proper conduct of paving, concrete or other operations.
 - (5) Flooding or other effects of tropical storm, hurricane or nor'easter.
 - (6) Any weather or other event giving rise to a declaration of a State of Emergency by the Town Manager or other public official in the jurisdiction of the jobsite.
 - (7) No Bad Weather Day will be approved during which the Contractor actually carries out production operations for at least 6 hours.
- c. Engineer shall keep a running record of Bad Weather Days, on an individual day basis, noting the type of condition which prevented work. If Engineer disagrees with Contractor that conditions on a given day were unsuitable for work, he shall promptly advise Contractor of such opinion.

- d. After the cumulative number of Bad Weather Days exceeds the said 10% of the Contract Time, each excess day (except as provided below) shall be the basis of a claim for one day's extension of the Contract Time.
- e. Bad Weather Day conditions occurring on a weekend or Holiday, as defined herein, shall not be counted toward the 10%. Nor shall any excess day where Bad Weather Day conditions exist be a basis for extension of time if that day is on a weekend or Holiday.

Town of Southern Shores**Contract Bid Sheet - Lump Sum Price****10/1/19****Title: South Dogwood Trail Path Construction Project****Project: Construction of 5' wide concrete path along South Dogwood Trail****Base Bid Table**

1.	Lump Sum Bid for the construction of Segment 1 of the South Dogwood Trail Path Construction Project	\$541,300 ⁰⁰
2.	Lump Sum Bid for the construction of Segment 2 of the South Dogwood Trail Path Construction Project	\$278,410 ⁰⁰
Base Bid (Sum of Item 1. & 2.)		\$819,710 ⁰⁰

Alternate Bid Table

1.	Lump Sum Bid Alternate 1 / Segment 1 - Pedestrian Crossing - Wild Swan Lane	\$4,910 ⁰⁰
2.	Lump Sum Bid Alternate 2 / Segment 1 - Pedestrian Crossing - Osprey Lane	\$5,350 ⁰⁰
3.	Lump Sum Bid Alternate 1 / Segment 2 - Pedestrian Crossing - Marina Circle	\$4,780 ⁰⁰
4.	Lump Sum Bid Alternate 2 / Segment 2 - Pedestrian Crossing - Sassafras Lane	\$5,080 ⁰⁰
5.	Lump Sum Bid Alternate 3 / Segment 2 - Pedestrian Crossing - Yaupon Trail	\$5,560 ⁰⁰

Contractor:

Address:

License Number:

Federal Tax ID Number

Authorized Agent:

Signature:

Witness:

Signature:

Contractor Acknowledgment of Addendums

Authorized Agent Signature:

Number of Addendums Received: #1-8/8/19, #2-8/22/19, #3-8/30/19, #4-9/5/19
#5-9/11/19, #6-9/12/19, #7-9/13/19, #8-10/1/19

THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Town of Southern Shores

Contract Bid Sheet - Unit Prices

8/8/19

Title: South Dogwood Trail Path Construction Project
 Project: Construction of 5' wide concrete path along South Dogwood Trail

Item No.	Description	Unit	Unit Price
1	Earthwork	sq.yd.	\$25 ⁰⁰
2	Undercutting	cu.yd.	\$30 ⁰⁰
3	Fill Material	cu.yd.	\$26 ⁰⁰
4	Reverse Cantilever Retaining Wall (< 4' tall)	ft.	\$180 ⁰⁰
5	Seed	acre	\$3,300 ⁰⁰
6	4000 psi Concrete	cu.yd.	\$325 ⁰⁰
7	Raised Curb	ft.	\$26 ⁰⁰
8	Parkway Curb	ft.	\$26 ⁰⁰
9	Silt fence	ft.	\$5 ⁰⁰
10	Class A Erosion Control Riprap	ton	\$200 ⁰⁰
11	Excelsior Fabric	sq.yd.	\$6 ⁰⁰
12	Tree & Stump Removal - Ø as measure 1 foot above natural grade		
	<12" Ø	each	\$800 ⁰⁰
	12"< Ø < 24"	each	\$1,200 ⁰⁰
	> 24" Ø	each	\$2,400 ⁰⁰

Listing of Minority Business & Women Business Subcontractors

Firm Name & Address	Minority Business (MB) & Women Business (WB)	Item No.	Item Description	*Agreed Upon Unit Price	Dollar Amount of Sublet Item
Liquid Lawns Inc. PO Box 1953 WH, NC 27449	(WB)		Seeding	\$4,704. ⁰⁰	\$4,704. ⁰⁰
LMS Pavement Marking 76 Oak Fern Lane Willow Spring, NC 27592	(WB)		Pavement Markings	\$6,527. ⁹²	\$6,527. ⁹²

Dollar Amount of MB Subcontractor \$0.00
 MB Percentage of Total Contract Bid Price 0%
 Dollar Amount of WB Subcontractor \$11,231.92
 WB Percentage of Total Contract Bid Price 1.37%

*The dollar amount shown in this column shall be the actual price agreed upon by the Prime Contractor and the MB/WB Subcontractor. These prices will be used to determine the percentages of the MB/WB participation in the Contract.

Minority Business Participation in Road Improvement Project Talking Points

North Carolina General Assembly amended state law effective January 1, 2002 requiring a verifiable ten percent goal for participation by minority businesses in the total value of work for each project for which a contract is awarded by units of local government.

Each contractor bidding on this project is expected to make a good faith effort to recruit minority business participation whether a subcontractor or vendor of supplies, material or equipment.

A minority business is one in which at least 51% is owned by one or more minority persons, or if a corporation, in which at least 51% of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals.

As a part of the bid, contractors are expected to (1) identify the minority businesses it will use on the project and the total dollar value of the bid that will be performed by the minority businesses or (2) document good faith efforts to meet the goal of minority participation. The documentation of good faith efforts must include evidence of good faith efforts implemented such as advertisements or solicitations for minority business participation in the project.

Good faith efforts include:

1. Contacting minority businesses that reasonably could be expected to submit a quote;
2. Make the construction plans, specifications and requirements available for review by minority businesses;
3. Break down or combine elements of the work into economically feasible units to facilitate minority participation;
4. Work with minority trade, community or organizations;
5. Provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance;
6. Negotiate with minority businesses in good faith and not reject as unqualified without sound reasons;
7. Provide assistance to otherwise qualified minority business in need of equipment, loan, capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit;
8. Negotiating joint venture agreements with minority businesses;
9. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.



BID BOND

BOND NO. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, R.P.C. Contracting, Inc.
_____ as Principal, and The Guarantee Company of North America
USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto
Town of Southern Shores _____ as Oblige, in
the sum of Five Percent of Amount Bid
(\$5%) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for South Dogwood Trail Path Construction Project
_____, the Project.

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal enters into a Contract with the
Oblige for the Project; or, if the Principal pays the Oblige the amount of this Bond or the difference between Principal's
bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full
force and effect.

Signed and sealed this 3rd day of October, 2019.

M. P. R.

Witness

R.P.C. Contracting, Inc.

BY:

Principal

ITS:

President

The Guarantee Company of North America USA

Terri K. Strawhand

Witness Terri K. Strawhand

BY:

Devon C. Heath
Attorney-In-Fact Devon C. Heath





The Guarantee Company of North America USA
Southfield, Michigan

Bond No. Bid Bond

Principal: R.P.C. Contracting, Inc.

Obligee: Town of Southern Shores

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Devon C. Heath
Hampton Roads Bonding

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of October, 2019.

Randall Musselman, Secretary



Media of East Carolina

Key West Citizen - Florida Free Press - Paradise

The Daily Reflector - The Daily Advance - The Rocky Mount Telegram

Bertie Ledger - Chowan Herald - Duplin Times - Farmville Enterprise - Perquimans Weekly

Standard Laconic - Tarboro Weekly - Times Leader - Williamston Enterprise

PO Box 1967 Greenville NC 27835 - (252) 329-9500

Date: August 15, 2019

- CLASSIFIED AD PROOF -

Thank you for advertising with us! This is the proof of your ad scheduled to run on the dates indicated below. If changes are needed, please contact Kim Bandy by phone at (252) 407-9907 or email at kbandy@rmtelegram.com.

CUSTOMER INFORMATION

Account #: 100246
Name: ROBBIE PARKER CONST.
Address: PO BOX 333
KITTY HAWK NC 27949
Telephone: (252) 261-3336
Email: jay@rpccontracting.com

AD INFORMATION

Ad ID: 307397
Run Dates: 08/16/19 to 08/16/19

Total Cost: \$69.00

of Inserts: 2
of Lines: 16
Ad Class: 41

Account Rep: Kim Bandy
Phone #: (252) 407-9907
Email: kbandy@rmtelegram.com

Publications	Start Date	End Date	# of Insertions
Daily Advance	08/16/19	08/16/19	1
DailyAdvance.com	08/16/19	08/16/19	1

Your ad

Ad shown is not actual print size

BID REQUEST

RPC Contracting is requesting bids from any interested MBE/WBE firms for the South Dogwood Trail Construction Project for the town of Southern Shores NC bidding on 9/5/2019. There will be a pre-bid conference at 4:00 PM on Monday 8/26/19 at the office of RPC Contracting, 934 W. Kitty Hawk Road, Kitty Hawk, NC. Plans and specifications are available for review at the same location. For more information, please call 252-261-3336, ask for Mike Gravatt. RPC Contracting is an Equal Opportunity Employer.
08/16/19

Mike Gravatt

From:

Sent:

To:

Mike Gravatt

Wednesday, August 14, 2019 3:36 PM

'ATEAMMANHOLEANDRESURFACING@GMAIL.COM';
'VGOEL@A1CONSULTINGGROUP.COM'; 'CBL@A1PAVEMENTMARKINGLLC.COM';
'ANGELA_ABATEMASTER@YAHOO.COM'; 'ABRAMCONSTRUCTION@MAIL.COM';
'ALBEROSE@NC-ADR.COM'; 'ALAMANCESTRIPINGEQUIP@GMAIL.COM';
'NOTIFYANDREWS@GMAIL.COM'; 'ANTWANSTRUCKING@GMAIL.COM';
'JOYK@AOASIGNS.COM'; 'INFO@ARBOREXTREES.COM';
'JACKIE@ATCOHAULING.COM'; 'AYERSTRUCKINGINC@OUTLOOK.COM';
'MYRTLEBOWLES@YAHOO.COM'; 'BRIAN@BNGRADING.COM'; 'BWRES24
@YAHOO.COM'; 'B4LINC@HOTMAIL.COM'; 'BETTERDAYZLLC@AOL.COM';
'ERLNROB@YAHOO.COM'; 'BIRDDOGTRAFFIC@BELLSOUTH.NET';
'LEEANN@BMCOCONSTRUCTION.COM';
'BOBBYCAHOONCONSTRUCTION@YAHOO.COM'; 'JILL.BROWN@BROWECON.COM';
'MISSBETH64@AOL.COM'; 'CINDYB@BULLINGTONCONSTRUCTION.COM';
'OBURNEY@SUDDENLINK.NET'; 'MBU3298145@AOL.COM';
'OSCARBURUCASTRUCKING2006@GMAIL.COM';
'THERESA@THERESASCONCRETE.COM'; 'LISAHAMMOND@CHARLOTTE.TWCBC.COM';
'PROJMANG@CALLISCONTRACTORSINC.COM';
'LCOWARD@CAROLINAEARTHMOVERS.COM'; 'RJAMES@CGCGOV.COM';
'CMYERS@CTGSOINC.COM'; 'CTOAKRIDGE@GMAIL.COM'; 'OFFICE@CEKRA.COM';
'FREDERICK@CERTIFIEDCONCRETECONSTRUCTION.COM'; 'MCHAMBLISS@CH-
ENGR.COM'; 'HNICHOLS.CHEOAH@FRONTIER.COM'; 'BOLICKKARA@YAHOO.COM';
'JALENE@COASTALES.COM'; 'ABAILEY@CRGSC.NET';
'SATI@ASPHALTCHARLOTTE.COM'; 'CROWDERTRUCKING@YMAIL.COM';
'PHILLIP@CRUMBCONSTRUCTION.COM'; 'GCRUZ@CRUZZBROS.COM';
'KELLY@DANKELCONCRETE.COM'; 'LISAHAMMOND@CHARLOTTE.TWCBC.COM';
'DAVISANDSONSTRUCKING@GMAIL.COM'; 'JARRETT_LONG@MSN.COM';
'AIXA@DRGTS.COM'; 'DMJSINC@FRONTIER.COM'; 'LOATCH@EMBARQMAIL.COM';
'DORSEYLAND@DORSEYNC.COM'; 'HAKIM@DOTCONSTRUCTIONINC.COM';
'DOUBLEAHAULINGINC@YAHOO.COM'; 'DDTRUCKING@TRIAD.TWCBC.COM';
'DUDLEYSFENCE@YAHOO.COM'; 'ESANDJ@INTRSTAR.NET';
'CNELSON@EASTCOASTSERVICEGROUP.COM'; 'DEBBIE.EATON@FRONTIER.COM';
'QUALITYTURFLAWN@BELLSOUTH.NET'; 'EMERYASPHALT@ATT.NET';
'MANDYBROBERTSON@HOTMAIL.COM'; 'BILLBAYSDEN@ME.COM';
'MARYANN@ECANDG.COM'; 'MYRASLACK@EVERGREENLLC.ORG'; 'BURCHETT203
@AOL.COM'; 'RENEECHEEK@YAHOO.COM'; 'FRONTLINEHAULING.LLC@GMAIL.COM';
'JENNIFER@FULFORDANDJONES.COM'; 'GARRISPAVING@GMAIL.COM';
'GIBBSTRUCKINGNC@GMAIL.COM'; 'CGH@GULLEYSBACKHOESERVICES.COM';
'SHAIBACH814@AOL.COM'; 'ACCOUNTING@HARDSCAPESCONSTRUCTION.COM';
'HARRISCONCRETE@TRIAD.RR.COM'; 'HARRISMATERIALHAULING@GMAIL.COM';
'INFO@HD3ENTERPRISES.COM'; 'HEMARCONCRETE@GMAIL.COM';
'CDLEWIS@SCCOAST.NET'; 'HIGHROLLERHAULING@HOTMAIL.COM';
'ANN@HINESITWORK.COM'; 'TONY.HCSINC@GMAIL.COM';
'ATHANK@TAMPABAY.RR.COM'; 'CSMENT@INTERSTATESEALANT.COM';
'INFO@ISLANDPAVEMENT.COM'; 'JNHAULING1@GMAIL.COM';
'JERMAINE.EBRON@YAHOO.COM'; 'JAMESLTURNERMASONRY@GMAIL.COM';
'JASPERJONESTRUCKING@EMBARQMAIL.COM'; 'OWNDEMANDTRUCKS@GMAIL.COM';
'BUNNTRUCKING@GMAIL.COM'; 'TOMMY@JLSCOMPANYLLC.COM';
'JCCTransportNC@GMAIL.COM'; 'JLPTRKING@YAHOO.COM';

To:

'JGFINC@BELLSOUTH.NET'; 'JAMASONRY@RTMC.NET';
'KDLOGISTICS@EMBARQMAIL.COM'; 'KAPTRANS06@YAHOO.COM';
'KBSHAULING@GMAIL.COM'; 'KELVINBATTLE252@YAHOO.COM'; 'DEBOJ27030@GMAIL.COM'; 'LCF@FLATWORK.CO'; 'SHERBA@LANIERCONSTRUCTION.COM';
'KARENSEXTON@LINEBERRYINC.COM'; 'BARRY@LIQUID-LAWNS.COM';
'PAINTIPP@GMAIL.COM'; 'WBREWER@LONGBRO.COM';
'FTHOMAS@LYNNTHOMASGRADING.COM'; 'MARLENEPITTS3@YAHOO.COM';
'MTRUCKINGCO@GMAIL.COM'; 'DARRYLEMARLEY@YAHOO.COM';
'MARTINLANDSCAPING@ROCKETMAIL.COM'; 'MARTINEZCOMPANYNC@GMAIL.COM';
'MENONTHEMOVE@OUTLOOK.COM'; 'BIGMIKE540@GMAIL.COM'; 'AMTRUCKING2@JUNO.COM'; 'MLEIFHEIT@MILITARYANDFEDERAL.COM'; 'RICHIEM911@HOTMAIL.COM'; 'MORGANTRUCKING10@GMAIL.COM'; 'MOSASPH328@GMAIL.COM'; 'MRONTIMECONSTRUCTION@GMAIL.COM';
'NEHRENTZ@HOTMAIL.COM'; 'SHANNON@NEWDIMENSIONSIPM.COM';
'NICKINDUSTRIES1@YAHOO.COM'; 'STEPHANIE@NSENV.COM';
'MORIAL@ROADRUNNER.COM'; 'DEBRA@ONGRADECONTRACTING.COM';
'PJCONTRACTHAULING97@NC.RR.COM'; 'PACOSEED4U@AOL.COM';
'SAULSKQ@YAHOO.COM'; 'INFO@PAULWILLIAMSHAULING.COM'; 'PMB49@WINDSTREAM.NET'; 'PWS@PAVERSSTAMPED.COM';
'PORTILLOTTRANSPORTINC@OUTLOOK.COM'; 'HI.POTTSTRUCKING@GMAIL.COM';
'MPRAYOR@AOL.COM'; 'FBELL@PREMIERCONSTRUCTORS.NET'; 'ERIC@PRIDEINC.NET';
'PURYEARENTERPRISES@GMAIL.COM'; 'RLTHOMPSONCO@EMBARQMAIL.COM';
'CHANTELLABRYANT@BELLSOUTH.NET';
'NANCY@REYNOLDSFENCEANDGUARDRAIL.COM'; 'STUMPDUMP123@YAHOO.COM';
'ROBERTB7040@YAHOO.COM'; 'INFO@ROADSIDE.BIZ';
'CBIAGINI@ROADWORKSCONSTRUCTION.COM'; 'RRC1CONCRETE@GMAIL.COM';
'RUIZTRUCKING67@GMAIL.COM'; 'RWTRUCKING100@GMAIL.COM';
'SADLERLANDSCAPING@CENTURYLINK.NET'; 'SALCONSTRUCTIONCO@GMAIL.COM';
'LYNN@SEALBROTHERS.COM'; 'KELLI@SEEDSLINGERS.COM';
'SHERRYSSEEDING@YAHOO.COM'; 'SKYROCKCONCRETE@GMAIL.COM';
'DARRELL@SOUTHEASTGROUPPA.COM';
'KBOWLWARE@SOUTHERNCONCRETEDBE.COM';
'ESTIMATING@SOUTHERNGARDENINC.COM'; 'NMCOWAN@SPIVEYPM.COM';
'STRATCON.CONTRACTING@GMAIL.COM'; 'SSEEDING@AOL.COM';
'BFITZFOS@YAHOO.COM'; 'SPRUILLCONSTRUCT@AOL.COM';
'TRENT@TRACCOLLC.COM'; 'NCTRAFFICCONTROL@YAHOO.COM'; 'TRICOUNTY3@GMAIL.COM'; 'TRMI1@NETZERO.NET'; 'MATTW@TRICORCONSTRUCTION.COM';
'DAVIST4990@BELLSOUTH.NET'; 'VANTRUCK@BELLSOUTH.NET';
'BWBUCKONE@AOL.COM'; 'SMARTIN@NORTHSTATE.NET';
'WARPAINTENTERPRISES@YAHOO.COM'; 'WASHINGTONCONCRETE@GMAIL.COM';
'VFSSON@SUDDENLINK.NET'; 'BRANDY@WHITLEYCONTRACTINGINC.COM';
'WRBONDTRUCKING@GMAIL.COM'; 'FRAN@WMDUNNCONSTRUCTION.COM';
'GLORIA@WOODYS-TRUCKING.COM'

Subject:

South Dogwood Trail Construction Project Request for Bids

Attachments:

South Dogwood Trail Bid Info.pdf; South Dogwood Trail Scanned Plans.pdf

R.P.C. Contracting is bidding on the following Town of Southern Shores project on September 5, 2019:

South Dogwood Trail Construction Project – Southern Shores, Dare County, NC

We are requesting subcontract and supplier bids for the appropriate work for your company on this project per the attached Bid Form and Scanned Plans. RPC Contracting will hold a pre-bid conference for subcontractors at 4:00 PM on

Monday August 26th, 2019 at our office located at 934 W. Kitty Hawk Road in Kitty Hawk, NC. Additional information, plans, details and specifications are available for review at the same location or electronic copies can be provided upon request. We are requesting all subcontract & supplier bids be received as soon as possible but no later than 5:00 PM on Wednesday September 4th, 2019. If you are interested in submitting a bid on this project, please give me a call at 252-261-3336, fax me at 252-491-2176 or email me at mikeg@rpccontracting.com for further information or to submit your bid. I would also appreciate a response if you are not interested in bidding.

Thank you,

Mike Gravatt
RPC Contracting Inc.
252-489-6547 Cell
252-261-3336 Office
mikeg@rpccontracting.com



Confidentiality Notice

The information contained in this communication, including attachments, is privileged and confidential. It is intended only for the exclusive use of the intended recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone immediately.

To: Coastland Times
Classified Advertising Dept.
via email: legals@thecoastlandtimes.com

From: R.P.C. Contracting, Inc.
Mike Gravatt

Date: August 13, 2019

Please do a line ad in the Classified Legal Notice Section.

To be run the following dates: 8/17/2019

To be billed to Robbie Parker Construction or R.P.C. Contracting Account.

Ad should read as follows:

BID REQUEST RPC Contracting is requesting bids from any interested MBE/WBE firms for the South Dogwood Trail Construction Project for the town of Southern Shores NC bidding on 9/5/2019. There will be a pre-bid conference at 4:00 PM on Monday 8/26/19 at the office of RPC Contracting, 934 W. Kitty Hawk Road, Kitty Hawk, NC. Plans and specifications are available for review at the same location. For more information, please call 252-261-3336, ask for Mike Gravatt. RPC Contracting is an Equal Opportunity Employer.

Please call Mike Gravatt at RPC Contracting, Inc. 252-261-3336 to confirm dates the above referenced ad will run. Thank you!

Mike Gravatt

From: Theresa Schneider <theresa.schneider@thecoastlandtimes.com>
Sent: Wednesday, August 14, 2019 10:43 AM
To: Mike Gravatt
Subject: Re: Bid Advertisement South Dogwood Trail Path Construction Project

Good morning, Mike. We'll get this scheduled for this weekend. If there is anything else I can do for you, please let me know.

Thank you
Theresa Schneider
The Coastland Times
thecoastlandtimes.com
252-473-2105

On Tue, Aug 13, 2019 at 4:44 PM Mike Gravatt <mikeg@rpccontracting.com> wrote:

The Coastland Times,

RPC Contracting would like to run the following add on 8/17/2019. Please confirm that you received this email and let me know if you have any questions and that the add will be able to be published on the requested date.

Thanks,

Mike Gravatt

RPC Contracting Inc.

252-489-6547 Cell

252-261-3336 Office

mikeg@rpccontracting.com

Mike Gravatt

RPC Contracting Inc.

252-489-6547 Cell

252-261-3336 Office

mikeg@rpccontracting.com



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This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

License Year

2019

License No.

34430

North Carolina

Licensing Board for General Contractors

This is to Certify That:

R. P. C. Contracting, Inc.
Kitty Hawk, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building; Highway; PU (Water Lines & Sewer Lines)

until

December 31, 2019

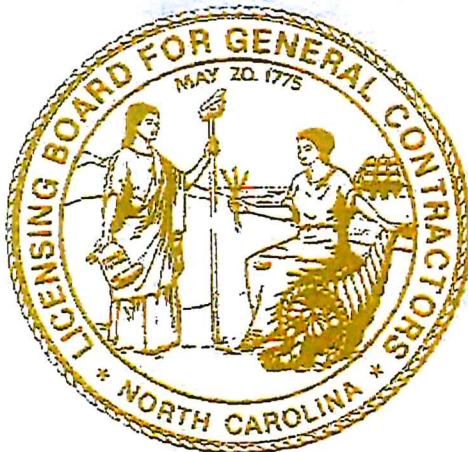
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



Chairman

Secretary-Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A Marsh & McLennan Agency LLC 222 Central Park Avenue, Suite 1340 Virginia Beach VA 23462	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext): 757-456-0577	
INSURED R.P.C. Contracting, Inc. P.O. Box 333 Kitty Hawk NC 27949	E-MAIL ADDRESS: certificates@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Hartford Insurance Co. of the Midwest	37478
	INSURER D: Trumbull Insurance Company	27120
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 942568067	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		14UEABH4122	9/21/2019	9/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		14UEABH4118	9/21/2019	9/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE		14HHANI9920	9/21/2019	9/21/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	14WBAAB8TZV	9/21/2019	9/21/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: South Dogwood Trail Path Construction Project, Construction of 5' wide concrete path along S. Dogwood Trail.

The Town of Southern Shores, its agents, employees and officials all while acting within their official capacity as such are included as Additional Insured under the General Liability, if required by written contract, and Designated Insured under the Automobile Liability with respect to work performed by the insured for the referenced job and/or contract.

Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Town of Southern Shores
5375 N Virginia Dare Trail
Southern Shores NC 27949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BELVIN BUILT LLC.



Proposal

Title: South Dogwood Trail Path Construction Project
Project: Construction of 5' wide concrete path along South Dogwood Trail
Route(s): South Dogwood Trail
County: Dare County
Date: August 8, 2019 Bid Opening: September 5, 2019

Notice:

All Bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the Bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the Bid is \$30,000 or more, except for certain specialty work as determined by the Licensing Board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. Bidders must comply with applicable portions of current law, including but not limited to, legislation adopted in Session 2001 by the General Assembly of North Carolina, including Senate Bill 914 and House Bill 1169.

Belvin Built LLC

Name of Bidder

Physical: 114 Ballast Rock Unit S Powells Point NC 27966

Address of Bidder Mailing: PO Box 21 Harbinger NC 27941

Return Bids to:

Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600

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Plan Set	
Technical Specifications dated July 24, 2019	
Contract Form	

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS,
THE TECHNICAL SPECIFICATIONS, AND THE CONTRACT FORM CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID

All Bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause a bid to be considered irregular and may be grounds for rejection of that bid.

1. DEFINITIONS

Capitalized terms not defined herein shall have as their meaning the definition provided in the Technical Specifications.

The following definitions shall apply:

- A. ***Proposal Form*** – This document entitled “Proposal”, which describes the procedures for bidding on the “South Dogwood Trail Path Construction Project” and the possible awarding of a contract for said project, as said document is considered prior to completion by a Bidder.
- B. ***Technical Specifications*** – That certain document entitled “Technical Specifications for South Dogwood Trail Path Construction Project” which document details requirements with regard to the South Dogwood Trail Path Construction Project for the Town.

2. PROPOSAL REQUIREMENTS

2.01 Form of Proposal

A. The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier’s check, shall be enclosed in a sealed, labeled and addressed envelope, and filed with the Town, all as provided in this Proposal Form. Each Bid shall be prepared and submitted in accordance with the following requirements:

- 1. The bid sheets furnished by Town in this Proposal Form shall be used and shall not be altered in any manner. The entire, completed Proposal Form must be returned to the Town; do not separate the bid sheets from the Proposal!
- 2. All entries on the bid sheets, including signatures, shall be written in ink.
- 3. The Bidder shall submit a total fixed lump sum price for each part of the project on the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. The Bidder shall provide a unit price figure for each item listed on the bid form entitled “Contract Bid Sheet – Unit Prices”. The prices for each part of the Project will each be written in figures.
- 4. A total amount bid for the total of each part of the project shall be entered in the “Base Bid” column of the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. Such total shall be written in figures and shall be determined by adding the amounts bid for each of the projects involved.

5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. An authorized representative of the Bidder shall initial the change in ink.
6. The Bid shall be properly executed. All Bids shall show the following information:
 - Name of individual, firm, corporation, partnership or joint venture submitting Bid.
 - Name of individual or representative submitting Bid and position or title.
 - Name, signature, and position or title of witness.
 - Federal Identification Number.
 - Contractor's License Number.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The Bid shall not contain any unauthorized additions, deletions or conditions.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. Bids for this project shall be separated and marked in the following manner:
 - A copy of the Contractor's License, proof of efforts to seek WB and MB participation and 5% bid deposit (as described in Section 2.04.A below) shall be placed in an envelope marked "Envelope #1" and marked as to its contents.
 - The Bid or Proposal submitted, with all completed bid forms still attached, shall be placed in a separate envelope marked "Envelope #2" and marked as to its contents.
 - Envelopes 1 and 2 shall constitute the Bidder's Bid. Envelopes 1 and 2 shall be placed in a sealed envelope, marked clearly, on the outside of the envelope with the phrase "Sealed Bid South Dogwood Trail Path Construction Project, to be opened at 10:00 AM on September 5, 2019", as to indicate the contents without being opened and shall be delivered to and received by the Southern Shores Town Hall at 5375 N. Va. Dare Trail, Southern Shores, NC by 10:00 AM on September 5, 2019. No Faxed or electronically mailed bids will be accepted.
11. The sealed bid must display the following statement on the front of the sealed envelope:

**Sealed Bid
South Dogwood Trail Path Construction Project
to be opened at 10:00 AM on September 5, 2019.**

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600**

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required pursuant to a Proposal embracing alternate Bids. All items identified above and all parts of this Proposal Form must be completed and returned with the Bid.

B. Unless otherwise specified, Bidders shall bid on all items listed in the Proposal Form, and the lowest responsible Bidder shall be determined as noted in Subsection 3.01 of this Proposal Form. Except as provided herein, Proposals which are incomplete or fail to comply with all items required in the Proposal Form may be rejected.

2.02 Withdrawal, Modification, or Alteration of Proposal

- A. A Proposal may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw a Proposal after the scheduled closing time for filing Bids. The provisions of this Section shall apply to Bids where the Bidder has been negligent in preparing the Bidder's Proposal.
- B. Prior to the scheduled time for opening the Bids, changes may be made to any Bid. Such changes shall be initialed by the Bidder or his agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the Town will prevail. The Bidder is responsible for ensuring that the changes to the Bid are received by the Town within the deadline provided above. To make such changes, the Bidder shall either: (1) withdraw the Bidder's previous Bid and provide a new Bid that meets all the requirements for submitting an initial Bid as provided in this Proposal Form; or (2) retrieve the Bidder's previous Bid, modify the same, and then resubmit the same according to the requirements of submitting an initial bid as provided in this Proposal Form.

2.03 Late Proposals

- A. Proposals received after the scheduled closing time for filing bids as set forth in this Proposal Form will be rejected and returned unopened to the Bidder, unless such closing time is extended by the Town.

2.04 Proposal Guaranty and Organization

- A. Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the Town of Southern Shores, North Carolina, in an amount equal to at least 5% of the total amount of the Bid. Such Proposal guaranty shall be forfeited and become the property of the Town in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract, including the Contract Form (which term is defined in the Technical Specifications), within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the Town for execution. Bid bonds submitted shall be on the form provided by the Surety to the Town.

2.05 Examination of Contract Documents and Site of Work

- A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and Contract Documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the Contract Documents has been obtained by Owner from data at hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Bidder must take into consideration in such Bidder's Bid the possibility that conditions affecting the cost or quantity of work may differ from those indicated.
- B. Refer to the Technical Specifications for additional provisions relative to site conditions.

2.06 Interpretation of Contract Documents

- A. If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Bidders. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner.
- B. THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.
- C. The Base Bid shall be a lump sum values to complete the project. The Base Bid shall be the basis of identifying the apparent low Bidder, provided, however, the apparent low Bidder shall not be deemed the lowest responsible Bidder.

2.07 Addenda to Contract Documents

- A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if such Contractor is awarded the Contract.

2.08 Familiarity with Laws and Ordinances

- A. The Bidder is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the

materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.

- B. The Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the Town of Southern Shores and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of Town of Southern Shores contracts:

FEDERAL AGENCIES/STATE AGENCIES

North Carolina Department of Environmental Quality

Division of Land Quality

Division of Water Resources

Division of Coastal Management

Division of Air Quality

Division of Marine Fisheries

Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Wildlife Resources Commission

Dare County Health Department

United States Army Corp of Engineers

NOAA – National Marine Fisheries Service

2.9 Amount of Work to be Done

- A. Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof. Unit Prices shall extend to these changes.
- B. The Owner does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated for the Bid. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

2.10 Bid Prices to Cover the Entire Work

- A. The Bid is a lump sum Bid for the Base Bid as provided on the bid form entitled "Contract Bid Sheet – Lump Sum Prices".
- B. Bidders must complete the unit price bid form entitled "Contract Bid Sheet – Unit Prices" so that the prices included cover the entire cost of each item of work set forth on the aforementioned form,

and when, in the opinion of the Owner, the prices in any Proposal are obviously unbalanced, such Proposal may be rejected.

2.11 Subcontracts

- A. The Contractor shall not subcontract to any one subcontractor a larger percentage of the work than the Contractor performs through the Contractor's employees. The Contractor shall perform at least 40 percent of the work through the Contractor's employees.

2.12 Rejection of Proposals

- A. The Owner reserves the right to reject any or all Bids in whole or in part or waive irregularities not affecting substantial rights.
- B. The Town reserves the right to reject any or all bids or to reduce the scope of work to fit within the Town's budget.
- C. Per the Proposal and GS, the Owner may reject a bid if the Town finds any one of the following: (i) bidder does not have sufficient financial ability to perform the contract; (ii) bidder does not have equipment available to perform the Contract; (iii) bidder does not have key personnel available of sufficient experience to perform the contract; (iv) or bidder has repeatedly breached contractual obligations to public and private contracting agencies; (v) or bidder is not a responsible Bidder.
- D. The Owner may make such investigation as is necessary to determine whether a Bidder is a responsible Bidder. If a bidder fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids on a finding of Owner that it is in the public interest to do so.
- F. No bid for a construction contract shall be received or considered by Owner unless the Bidder holds the proper North Carolina Contractors License to perform the project work. General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the Town Council and submit satisfactory evidence that he has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer and Town.

3. AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

- A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Bidder submitting the lowest acceptable and responsible Bid. In determining the lowest acceptable and responsible Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, outstanding warrantee issues, past performance issues, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of

any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Bidder to perform the work, and whether the Bidder is a responsible Bidder.

- B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit price of Bid shall govern.
- C. Between the time of the opening of the Bid Proposal and the award of the Contract, the low Bidder may discuss with the Engineer and Town any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual Documents between the Engineer, the Town, and the Contractor. The award will be made by the Town Manager or Public Works Director.
- D. Award and tender of Contract or the rejection of all bids shall be made within 45 calendar days after the date of opening Bids.

3.02 Execution of Contract

- A. The lowest responsible Bidder to whom the Contract is awarded, if it be awarded, shall be notified by the Town. Within ten (10) days from the date of receipt of notice that the Bidder has been awarded the Contract, Bidder shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates, as specified in the Technical Specifications (see Section 7.06 of the Technical Specifications); and (3) the Performance Bond and Payment Bond, as specified in Section 3.06 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.

3.03 Failure to Execute Contract

- A. Failure on the part of the Bidder to execute the Contract in accordance with subsection 3.02 will be just cause for cancellation of the award and forfeiture of the proposal guaranty. The forfeited proposal guaranty shall become the property of the Owner as liquidated damages sustained by the breach of contract by the Bidder. The Owner may then award the Contract to the next lowest acceptable and responsible Bidder, re-advertise the work, or take such other course the Owner deems expedient.

3.04 Return of Proposal Guaranty

- A. The Bid security of other Bidders whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the earlier of seven days after the Notice to Proceed or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- B. Bid security of the other Bidders whom the Town believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

3.05 Transfer of Contract and Interests Therein

- A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without the prior written approval of Owner.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

3.06 Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Town Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

3.07 Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract (as specified in Technical Specification, including Section 7.06 of the Technical Specifications s) has been obtained. A certificate of insurance evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by Town Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

3.08 Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed". See Section 8.03 of the Technical Specifications for more information regarding the issuance of a Notice to Proceed and the beginning of the work after the issuance of such notice.

3.09 Weather Delay Policy

- A. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity and frequency.
 - 1. Owner and Contractor agree that the determination of "normal" intensity and frequency of weather events can be a difficult process. In lieu of any attempt to determine same through records or opinions of some weather agency, Owner and Contractor, by their having signed the Construction Contract agreement for this Project mutually agree that a number of calendar days equal to 10% of the Contract Time shall represent the number of days during which work is not feasible (Bad Weather Days) during "normal conditions". Only Bad Weather Days in excess of said 10% shall be a valid basis for claim for extension of the Contract Time. The following procedures shall be followed:
 - a. Once each week during the Contract Time, Contractor shall notify Engineer of any Bad Weather Day(s) occurring during the previous week. Should Contractor fail to so notify Engineer within fourteen (14) calendar days after any such Bad Weather Day, Engineer may refuse to accept such day. Owner and Contractor agree that this shall be an ongoing process, while events are fresh in everyone's minds, and in no case shall the determination of Bad Weather Days be done retrospectively at the end of the project.
 - b. Events giving rise to a Bad Weather Day shall include, but not necessarily be limited to, the following:
 - (1) Rain during working hours totaling more than 0.25" or lasting more than 2 hours.
 - (2) Excessively wet jobsite conditions due to heavy rain the previous day or night.
 - (3) Other extreme and dangerous weather, such as heat 100° F or above, nearby lightning, etc.
 - (4) Temperatures too cold for proper conduct of paving, concrete or other operations.
 - (5) Flooding or other effects of tropical storm, hurricane or nor'easter.
 - (6) Any weather or other event giving rise to a declaration of a State of Emergency by the Town Manager or other public official in the jurisdiction of the jobsite.
 - (7) No Bad Weather Day will be approved during which the Contractor actually carries out production operations for at least 6 hours.
 - c. Engineer shall keep a running record of Bad Weather Days, on an individual day basis, noting the type of condition which prevented work. If Engineer disagrees with Contractor that conditions on a given day were unsuitable for work, he shall promptly advise Contractor of such opinion.

- d. After the cumulative number of Bad Weather Days exceeds the said 10% of the Contract Time, each excess day (except as provided below) shall be the basis of a claim for one day's extension of the Contract Time.
- e. Bad Weather Day conditions occurring on a weekend or Holiday, as defined herein, shall not be counted toward the 10%. Nor shall any excess day where Bad Weather Day conditions exist be a basis for extension of time if that day is on a weekend or Holiday.

Town of Southern Shores
Contract Bid Sheet - Lump Sum Price
10/1/19

Title: South Dogwood Trail Path Construction Project
Project: Construction of 5' wide concrete path along South Dogwood Trail

Base Bid Table

1.	Lump Sum Bid for the construction of Segment 1 of the South Dogwood Trail Path Construction Project	\$541,934.40
2.	Lump Sum Bid for the construction of Segment 2 of the South Dogwood Trail Path Construction Project	\$433,928.40
Base Bid (Sum of Item 1. & 2.)		\$975,862.80

Alternate Bid Table

1.	Lump Sum Bid Alternate 1 / Segment 1 - Pedestrian Crossing - Wild Swan Lane	\$8,430.00
2.	Lump Sum Bid Alternate 2 / Segment 1 - Pedestrian Crossing - Osprey Lane	\$8,640.00
3.	Lump Sum Bid Alternate 1 / Segment 2 - Pedestrian Crossing - Marina Circle	\$8,484.00
4.	Lump Sum Bid Alternate 2 / Segment 2 - Pedestrian Crossing - Sassafras Lane	\$8,340.00
5.	Lump Sum Bid Alternate 3 / Segment 2 - Pedestrian Crossing - Yaupon Trail	\$8,550.00

Contractor: Physical: 114 Ballast Rock Units
Address: Powells Point NC 27966 **Mailing:** Po Box 21 Harbinger NC 27941

License Number: 81328

Federal Tax ID Number: 83-2248388

Authorized Agent: Ashly Belvin **Title:** President

Signature: [Signature] **Date:** 10/3/19

Witness: Scott Barnes **Title:** Foreman

Signature: [Signature] **Date:** 10/3/19

Contractor Acknowledgment of Addendums

Authorized Agent Signature: [Signature]

Number of Addendums Received: 8

THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Town of Southern Shores

Contract Bid Sheet - Unit Prices

8/8/19

Title: South Dogwood Trail Path Construction Project

Project: Construction of 5' wide concrete path along South Dogwood Trail

Item No.	Description	Unit	Unit Price
1	Earthwork	sq.yd.	\$42.00
2	Undercutting	cu.yd.	\$42.00
3	Fill Material	cu.yd.	\$30.00
4	Reverse Cantilever Retaining Wall (< 4' tall)	ft.	\$152.51
5	Seed	acre	\$4,200.00
6	4000 psi Concrete	cu.yd.	\$885.60
7	Raised Curb	ft.	\$18.00
8	Parkway Curb	ft.	\$42.00
9	Silt fence	ft.	\$6.00
10	Class A Erosion Control Riprap	ton	\$159.60
11	Excelsior Fabric	sq.yd.	\$6.00
12	Tree & Stump Removal - Ø as measure 1 foot above natural grade		
	<12" Ø	each	\$2,160.00
	12"< Ø < 24"	each	\$3,120.00
	> 24" Ø	each	\$3,840.00

Listing of Minority Business & Women Business Subcontractors

Firm Name & Address	Minority Business (MB) & Women Business (WB)	Item No.	Item Description	*Agreed Upon Unit Price	Dollar Amount of Sublet Item

Dollar Amount of MB Subcontractor _____
 MB Percentage of Total Contract Bid Price _____
 Dollar Amount of WB Subcontractor _____
 WB Percentage of Total Contract Bid Price _____

*The dollar amount shown in this column shall be the actual price agreed upon by the Prime Contractor and the MB/WB Subcontractor. These prices will be used to determine the percentages of the MB/WB participation in the Contract.

Minority Business Participation in Road Improvement Project Talking Points

North Carolina General Assembly amended state law effective January 1, 2002 requiring a verifiable ten percent goal for participation by minority businesses in the total value of work for each project for which a contract is awarded by units of local government.

Each contractor bidding on this project is expected to make a good faith effort to recruit minority business participation whether a subcontractor or vendor of supplies, material or equipment.

A minority business is one in which at least 51% is owned by one or more minority persons, or if a corporation, in which at least 51% of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals.

As a part of the bid, contractors are expected to (1) identify the minority businesses it will use on the project and the total dollar value of the bid that will be performed by the minority businesses or (2) document good faith efforts to meet the goal of minority participation. The documentation of good faith efforts must include evidence of good faith efforts implemented such as advertisements or solicitations for minority business participation in the project.

Good faith efforts include:

1. Contacting minority businesses that reasonably could be expected to submit a quote;
2. Make the construction plans, specifications and requirements available for review by minority businesses;
3. Break down or combine elements of the work into economically feasible units to facilitate minority participation;
4. Work with minority trade, community or organizations;
5. Provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance;
6. Negotiate with minority businesses in good faith and not reject as unqualified without sound reasons;
7. Provide assistance to otherwise qualified minority business in need of equipment, loan, capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit;
8. Negotiating joint venture agreements with minority businesses;
9. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Belvin Built LLC
P. O. Box 21
Powells Point, NC 27966

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949

BOND AMOUNT: Five Percent of Amount Bid

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

South Dogwood Trail Walking Trail Path Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

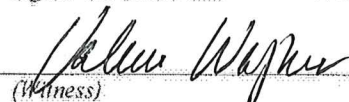
Signed and sealed this

3rd

day of

October

2019


(Witness)

Belvin Built LLC

(Principal)


President

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)


(Witness)


(Title) Tyler Turnbull, Attorney-in-Fact

Init.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200910

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Scott Pelin, Tyler Turnbull, Della Case, Beverly Ivey, Matthew Rose

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of October, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Ashley Belvin <belvinbuilt@gmail.com>

FW: Southern Shores Bid Bond - Estimate Increase Approval

Della Case <della.case@catalystsurety.com>
To: Ashley Belvin <belvinbuilt@gmail.com>
Cc: Tyler Turnbull <tyler.turnbull@catalystsurety.com>

Wed, Oct 2, 2019 at 9:29 AM

Good morning Ashley,

We have approval of the estimate increase to \$1,200,000 for the Southern Shores bid subject to the same conditions and terms outlined by Tyler below.

If you have any questions, please don't hesitate to contact us.

Good luck with your bid!

Della Case | Account Manager | www.catalystsurety.com

Office: 803-708-7606 | Fax: 866-630-5060



From: Tyler Turnbull <tyler.turnbull@catalystsurety.com>
Sent: Friday, August 30, 2019 2:53 PM
To: Ashley Belvin <belvinbuilt@gmail.com>
Cc: Della Case <della.case@catalystsurety.com>
Subject: Southern Shores Bid Bond Approval

Hey Ashley,

We are pleased to report that we have the approval terms for the \$975,000 bid bond for the Southern Shores job that bids September 5th. The approval is from Liberty Mutual Surety. The conditions of Liberty's support of this bid bond follow:

- The approval we have for this bid bond is good up to \$975,000. If your number exceeds this once sub numbers come in, please let us know before the bid is submitted as we will need to seek reapproval from the surety at the higher level.

CLASSIFIEDS

Advertise with THE COASTLAND TIMES! Call 473-2105 or email advertising@thecoastlandtimes.com today.

SUNDAY, SEPTEMBER 29, 2019

6B

Employment

Job Opportunities

MANTEO Furniture & Appliance
OBK SLEEP CENTER

Is Now accepting Applications for

APPLIANCE INSTALLATION TECH

Vacation and Paid Holiday 401k • Year Round Work

No experience required, but a working knowledge of basic electrical and plumbing a plus.

Apply In Person Ask for Rick | 252-473-2131

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NOW HIRING

Surf or Sound Realty, Hatteras Island's Premier Property Management Company, is now hiring:

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Earn up to \$300 on summer Saturdays!
Ask us how!

Individuals or Teams • Will Train
Excellent Wages and Travel Pay

Contact us at cleaners@surfsound.com or call: 252-987-1444 ext. 100

COUNTY OF DARE EMPLOYMENT OPPORTUNITIES

PUBLIC WORKS
Equipment Operator - C&D Landfill
Equipment Operator - Recycling
Sanitation Truck Driver

PUBLIC RELATIONS
Government Education TV Producer

BUILDING AND GROUNDS
HVAC Technician

DEPARTMENT OF HEALTH & HUMAN SERVICES
SOCIAL SERVICES DIVISION
Income Maintenance Caseworker
In Home Service Aide

INFORMATION TECHNOLOGY
Systems Administrator

TRANSPORTATION
Transportation Driver (part time) - Hatteras Island

PARKS & RECREATION
Wrestling Instructor (part time)
Drama Instructor (part time) - Northern Beach
Leisure Activity Specialist

DEPARTMENT OF HEALTH & HUMAN SERVICES
PUBLIC HEALTH DIVISION
Physician Extender - Certified Nurse Midwife NP/PA
Preparedness Coordinator (part time)

Visit: www.darenc.com for detailed information on vacancies and closing dates.
Dare County is an Equal Opportunity Employer

Paul Mann CUSTOM BOATS

MANN CUSTOM BOATS, INC.

SEEKING SKILLED AND EXPERIENCED GENERAL CARPENTERS, INTERIOR CARPENTERS, GENERAL LABORERS, AND SANDERS/FINISHERS TO JOIN OUR TEAM OF QUALITY EMPLOYEES.

Applicants must have experience with carpentry tools, working safely, being a team player along with dependability, self-motivation and a good work ethic.

Full time year round employment
Working hours are Monday - Friday 6:30 to 3:00.

Applications or resumes may be submitted from 8:00 - 2:00 in person or email to ramann@paulmanncustomboats.com to schedule a confidential interview.

MANN CUSTOM BOATS, INC.
6300 Hwy 64 - Manns Harbor
252-473-1716

An equal opportunity employer
Benefits package offered for a qualified employee.

Real Estate

Homes For Sale

AFFORDABLE
3 BR 2 bath, house Generator, fenced back yard w/large SHED/workshop \$45,000
MOTIVATED SELLER!
Call Susie/Sun Realty 252-267-6487

COROLLA-BRAND NEW!
4 Master Suites, 2.5 private pool \$479,000 MAKE OFFER!
Call Susie/Sun Realty 252-267-6487

GRANDY
5 BR 2 full bath 2,344 sq.ft. \$180,000.00 BARGAIN PRICED!
Call Susie/Sun Realty 252-267-6487

Rentals

Condos & Townhomes

RENTAL
Condo, Kitty Hawk, 2 bedroom, 2 1/2 bath, excellent condition.
Call Barbara 252-575-9769
Roomate option.

Merchandise

Miscellaneous For Sale

TWIN BED FRAME,
mattress with cover, and box spring for sale. \$75 804-873-1955

Auctions & Sales

Estate Sales

ESTATE SALE
2035 Edenton St, KDH Sat 9-5, Sun 10-4 473-7555

Employment

Job Opportunities

CAREER OPPORTUNITIES
RN: Full-time position available immediately to work in family practice clinic at Engelhard Medical Center, Current NC RN license required. For info or application email HR Director Erin O'Neal at eroneal@engelsouth.com

LCSSW: Full-time position available immediately to work in family practice clinic at Engelhard Medical Center, Integrating behavior health in the clinic setting. For info or application email HR Director Erin O'Neal at eroneal@engelsouth.com

Searching for a career?

Check the Classifieds!

Job Opportunities

Hyde County is an Equal Opportunity Employer

Garage Sales

GARAGE/YARD SALE
Saturday-September 28th
THE HARBINGER CENTER
6845 Carlsale Hwy, Harbinger, NC • 8 am to 1 pm
Antique, Furniture, Screens, Windows/Doors, Household décor and much more!

Job Opportunities

INCOME MAINTENANCE CASEWORKER II

THIS POSITION WILL BE RESPONSIBLE FOR THE SCREENING, TAKING, AND REDETERMINING APPLICATIONS IN THE FOOD STAMP UNIT.

For further information please visit the Hyde County Government Webpage at <https://www.hydecourtnc.gov/>

HYDE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

Job Opportunities

Outer Banks Beach Club

HAS AN IMMEDIATE POSITION FOR FRONT DESK GUEST REPRESENTATIVE IN QUEST SERVICES.

THIS IS A YEAR-ROUND POSITION WITH COMPREHENSIVE HEALTH, DENTAL, AND VISION INSURANCE. THIS POSITION HAS PAID HOLIDAYS AND VACATION TIME AFTER AN INTRODUCTORY PERIOD. DRUG TESTING AND BACKGROUND CHECK IS REQUIRED. MUST HAVE A VALID DRIVER LICENSE. WEEKENDS ARE REQUIRED. CHECKING GUESTS ABOUT KNOWLEDGE OF MICROSOFT WORD, EXCEL AND OUTLOOK IS A PLUS.

APPLY IN PERSON AT: OUTER BANKS BEACH CLUB • 1110 S VIRGINIA DARE TRAIL KILL DEVIL HILLS MILEPOST 9.

Job Opportunities

Beach Air

NOW HIRING: EXPERIENCED HVAC INSTALLERS/SERVICE TECHS

QUALIFICATIONS:
At least 1 year of experience • Strong customer service skills.
Ability to operate a vehicle • Valid Driver's license and clean driving record
Must be able to pass our background check, drug screen & driving record evaluation

JOB REQUIREMENTS: Highly organized with exceptional follow-through abilities. Strong verbal and written communication skills. High integrity with advanced social skills and ability to make solid connections. Strong desire to grow and advance in the HVAC industry. Outgoing personality that blends well with a fast-paced, goal-driven environment. Competitive individual who also knows to win as a team. Highly motivated, self-starter who is flexible and has a great attitude on life. Must be able to lift up to 100 pounds.

BENEFITS: Health Insurance, IRA matching, Wellness benefit, Vacation Pay, Holiday Pay, Opportunity for advancement, Supportive management & team, Ongoing training opportunities. Company phone and paid provided. Our vans are new with backup camera, power windows, power door locks, cruise control and Bluetooth.

HOW TO APPLY: Stop by our office at 5511 NC Hwy 346, Manteo or Email Resume to: Justy@BeachAirOBK.com

Beach Air Heating & Cooling is an equal opportunity employer.

Notices

Business Opportunities

Unbe-LEAF-able Fall Deal!
Advertise in the classifieds with The Coastland Times starting at \$12.50 per week. Call us today for more details!
252-370-1787

Look for it in Classifieds

General Notices

Denied Social Security Disability? Appeal! If you're denied SSD and denied, our attorneys can help you win or pay nothing! Strong, recent work history needed. 877-553-0252 | Steppacher Law Offices LLC | Principal Office: 224 Adams Ave. Scranton PA 18503

General Notices

SEEKING CONTRACTOR BIDS.
Belvin Built LLC is seeking bids for upcoming construction work. Preference will be given to minority owned businesses. Need concrete work, excavation services and tree removal.
For more information, please contact Belvin Built at belvinbuilt@gmail.com

Want to Buy Merchandise

Want to Buy Merchandise

DECOYS WANTED

Highest CASH prices paid.
Old wooden ducks or canvas geese, swans and shorebirds. Also buying old fishing tackle and wooden lures, boat oars, nautical and lifesaving items.
Call Mark at 757-721-2746

Garage Sales

GARAGE/YARD SALE
Saturday-September 28th
THE HARBINGER CENTER
6845 Carlsale Hwy, Harbinger, NC • 8 am to 1 pm
Antique, Furniture, Screens, Windows/Doors, Household décor and much more!

Job Opportunities

INCOME MAINTENANCE CASEWORKER II

THIS POSITION WILL BE RESPONSIBLE FOR THE SCREENING, TAKING, AND REDETERMINING APPLICATIONS IN THE FOOD STAMP UNIT.

For further information please visit the Hyde County Government Webpage at <https://www.hydecourtnc.gov/>

HYDE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

Job Opportunities

Outer Banks Beach Club

HAS AN IMMEDIATE POSITION FOR FRONT DESK GUEST REPRESENTATIVE IN QUEST SERVICES.

THIS IS A YEAR-ROUND POSITION WITH COMPREHENSIVE HEALTH, DENTAL, AND VISION INSURANCE. THIS POSITION HAS PAID HOLIDAYS AND VACATION TIME AFTER AN INTRODUCTORY PERIOD. DRUG TESTING AND BACKGROUND CHECK IS REQUIRED. MUST HAVE A VALID DRIVER LICENSE. WEEKENDS ARE REQUIRED. CHECKING GUESTS ABOUT KNOWLEDGE OF MICROSOFT WORD, EXCEL AND OUTLOOK IS A PLUS.

APPLY IN PERSON AT: OUTER BANKS BEACH CLUB • 1110 S VIRGINIA DARE TRAIL KILL DEVIL HILLS MILEPOST 9.

Job Opportunities

Beach Air

NOW HIRING: EXPERIENCED HVAC INSTALLERS/SERVICE TECHS

QUALIFICATIONS:
At least 1 year of experience • Strong customer service skills.
Ability to operate a vehicle • Valid Driver's license and clean driving record
Must be able to pass our background check, drug screen & driving record evaluation

JOB REQUIREMENTS: Highly organized with exceptional follow-through abilities. Strong verbal and written communication skills. High integrity with advanced social skills and ability to make solid connections. Strong desire to grow and advance in the HVAC industry. Outgoing personality that blends well with a fast-paced, goal-driven environment. Competitive individual who also knows to win as a team. Highly motivated, self-starter who is flexible and has a great attitude on life. Must be able to lift up to 100 pounds.

BENEFITS: Health Insurance, IRA matching, Wellness benefit, Vacation Pay, Holiday Pay, Opportunity for advancement, Supportive management & team, Ongoing training opportunities. Company phone and paid provided. Our vans are new with backup camera, power windows, power door locks, cruise control and Bluetooth.

HOW TO APPLY: Stop by our office at 5511 NC Hwy 346, Manteo or Email Resume to: Justy@BeachAirOBK.com

Beach Air Heating & Cooling is an equal opportunity employer.

State Classified

North Carolina

2 AUCTIONS. Commercial Building on 7.84+/- AC on HWY 52, Online w/ Bid Center, 10/22 at 12pm. Remaining Inventory, Assets, Furniture & More. Online Only 10/22 at 3pm, Wadesboro, NC. ironhorseauction.com, 800.997.2248, NCAL 3936

Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc., Social Security Disability Attorneys, 1-888-989-4347 | FREE Consultations. Local Attorneys Nationwide. Mail: 2420 N St NW, Washington DC. Office: Broward Co. FL (TXNM Bin)

Denied Social Security Disability? Appeal! If you're denied SSD and denied, our attorneys can help you win or pay nothing! Strong, recent work history needed. 877-553-0252 | Steppacher Law Offices LLC | Principal Office: 224 Adams Ave. Scranton PA 18503

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General Notices

GET DIRECTV! ONLY \$35/month! 155 Channels & 100GB of Storage/Movies On Demand (w/SELECT All Included Packages) PLUS Stream On Up to FIVE Screens simultaneously at NO ADD'L Cost. Call DIRECTV 1-855-972-7054

General Notices

SAVE ON YOUR NEXT PRESCRIPTION! World Health Link. Price Match Guarantee! Prescriptions Required. CIPA Certified. Over 1500 medications available. CALL Today For A Free Price Quote. 1-855-972-7324 Call Now!

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Spectrum Triple Play! TV, Internet & Voice for \$99.97/mo. Fastest Internet: 100 MB per second speed. Free PrimeTime on Demand. Unlimited Voice. NO CONTRACTS. Call 1-855-749-0110 or visit triple-playtoday.com/savings

General Notices

Stay in your home longer with an American Standard Walk-In Bathtub. Receive up to \$1,500 off, including a free toilet, and a 5-year warranty on the tub and installation! Call us at 1-855-395-3307 or visit www.walkintub.com

General Notices

AIRLINES ARE HIRING - Get FAA approved hands on Aviation Training. Financial aid for qualified students - Career placement assistance. CALL Aviation Institute of Maintenance 866-441-6180

General Notices

DENTAL INSURANCE. Call Physicians Mutual Insurance Company for details. NOT just a discount plan. REAL coverage for 350 procedures. Call 844-496-8601 or <http://www.dentalplus.com/Ad6118>

General Notices

DIRECTV NOW. No Satellite Needed. \$40/month. 65 Channels. Stream Breaking News, Live Events, Sports & On Demand Titles. No Annual Contract. No Commitment. CALL 1-855-730-4044

General Notices

DISH Network \$59.99 For 190 Channels! Add High Speed Internet for ONLY \$14.95/month. Best technology. Best Value. Smart HD DVR included. FREE Installation. Some restrictions apply. Call 1-877-920-7405

General Notices

Earthlink High Speed Internet. As Low As \$14.95/month (for the first 3 months) Reliable High Speed Fiber Optic Technology. Stream Videos, Music and More! Call Earthlink Today 1-866-887-0237

General Notices

COMPUTER ISSUES? FREE DIAGNOSIS by GEEKS ON SITE! Virus Removal, Data Recovery! 24/7 EMERGENCY SERVICE. In-home repair/On-site solutions. \$20 OFF ANY SERVICE! 844-401-1673

General Notices

Attention: Oxygen Users! Gain freedom with a Portable Oxygen Concentrator! No more heavy tanks and refill! Guaranteed Lowest Prices! Call the Oxygen Concentrator Store. 855-969-1456

General Notices

Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free Information! Call 844-348-6151

General Notices

Put on your TV Ears and hear TV with unmatched clarity. TV Ears Original were originally \$129.95 - NOW WITH THIS SPECIAL OFFER, are only \$59.95 with code NC6591! Call 1-877-914-6068

General Notices

Start Saving BIG On Medications! Up To 90% Savings from 800+ MEDS! Over 3500 Medications Available! Prescriptions Req'd. Pharmacy Checker Approved. CALL Today for Your FREE Quote. 844-290-0096

General Notices

A PLACE FOR MOM. The nation's largest senior living referral service. Contact our trusted, local experts today! Our service is FREE! No obligation. Call 1-888-609-2550

General Notices

DIAGNOSED WITH LUNG CANCER? You may qualify for a substantial cash award. NO obligation. NO risk! We've recovered millions. Let us help you! Call 247. 844-286-9124

General Notices

Struggling with DRUGS or ALCOHOL? Addicted to PILLS? Talk to someone who cares. Call The Addiction Hope & Help Line for a free assessment. 888-537-9106

General Notices

VIGRA and CIALIS USERS! Cut your drug costs! SAVE \$81.50 Pills for \$99.00. FREE Shipping! 100 Guaranteed and Discreet. CALL 1-855-458-7417

General Notices

CLASSIFIEDS WORK FOR YOU!

AD:

SEEKING CONTRACTOR BIDS.

Belvin Built LLC is seeking bids for upcoming construction work. Preference will be given to minority owned businesses. Need concrete work, excavation services and tree removal.

**For more information, please contact Belvin Built at
belvinbuilt@gmail.com**

License Year

2019

License No.

81328

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Belvin Built LLC
Harbinger, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building

until

December 31, 2019

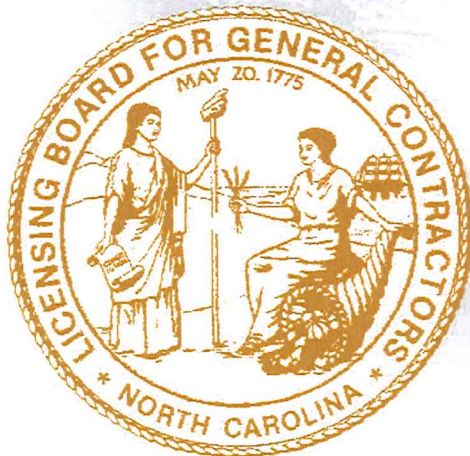
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 29, 2019

This certificate may not be altered.



Chairman

Secretary-Treasurer

BARNHILL CONTRACTING CO, INC.



Proposal

Title: South Dogwood Trail Path Construction Project
Project: Construction of 5' wide concrete path along South Dogwood Trail
Route(s): South Dogwood Trail
County: Dare County
Date: August 8, 2019 **Bid Opening:** September 5, 2019

Notice:

All Bidders shall comply with all applicable laws regulating the practice of general contracting as contained in Chapter 87 of the General Statutes of North Carolina which requires the Bidder to be licensed by the NC Licensing Board for Contractors when bidding on any non-federal aid project where the Bid is \$30,000 or more, except for certain specialty work as determined by the Licensing Board. Bidders shall also comply with all other applicable laws regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. Bidders must comply with applicable portions of current law, including but not limited to, legislation adopted in Session 2001 by the General Assembly of North Carolina, including Senate Bill 914 and House Bill 1169.

Barnhill Contracting Company Inc
Name of Bidder
PO Box 1050 Kitty Hawk, NC 27949
Address of Bidder

Return Bids to:

Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600

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Technical Specifications dated July 24, 2019	
Contract Form	

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS,
THE TECHNICAL SPECIFICATIONS, AND THE CONTRACT FORM CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID

All Bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause a bid to be considered irregular and may be grounds for rejection of that bid.

1. DEFINITIONS

Capitalized terms not defined herein shall have as their meaning the definition provided in the Technical Specifications.

The following definitions shall apply:

- A. **Proposal Form** – This document entitled “Proposal”, which describes the procedures for bidding on the “South Dogwood Trail Path Construction Project” and the possible awarding of a contract for said project, as said document is considered prior to completion by a Bidder.
- B. **Technical Specifications** – That certain document entitled “Technical Specifications for South Dogwood Trail Path Construction Project” which document details requirements with regard to the South Dogwood Trail Path Construction Project for the Town.

2. PROPOSAL REQUIREMENTS

2.01 Form of Proposal

A. The Proposal and the proposal guarantee in the form of a bid bond, certified check, or cashier’s check, shall be enclosed in a sealed, labeled and addressed envelope, and filed with the Town, all as provided in this Proposal Form. Each Bid shall be prepared and submitted in accordance with the following requirements:

- 1. The bid sheets furnished by Town in this Proposal Form shall be used and shall not be altered in any manner. The entire, completed Proposal Form must be returned to the Town; do not separate the bid sheets from the Proposal!
- 2. All entries on the bid sheets, including signatures, shall be written in ink.
- 3. The Bidder shall submit a total fixed lump sum price for each part of the project on the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. The Bidder shall provide a unit price figure for each item listed on the bid form entitled “Contract Bid Sheet – Unit Prices”. The prices for each part of the Project will each be written in figures.
- 4. A total amount bid for the total of each part of the project shall be entered in the “Base Bid” column of the bid form entitled “Contract Bid Sheet – Lump Sum Prices”. Such total shall be written in figures and shall be determined by adding the amounts bid for each of the projects involved.

5. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. An authorized representative of the Bidder shall initial the change in ink.
6. The Bid shall be properly executed. All Bids shall show the following information:
 - Name of individual, firm, corporation, partnership or joint venture submitting Bid.
 - Name of individual or representative submitting Bid and position or title.
 - Name, signature, and position or title of witness.
 - Federal Identification Number.
 - Contractor's License Number.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The Bid shall not contain any unauthorized additions, deletions or conditions.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. Bids for this project shall be separated and marked in the following manner:
 - A copy of the Contractor's License, proof of efforts to seek WB and MB participation and 5% bid deposit (as described in Section 2.04.A below) shall be placed in an envelope marked "Envelope #1" and marked as to its contents.
 - The Bid or Proposal submitted, with all completed bid forms still attached, shall be placed in a separate envelope marked "Envelope #2" and marked as to its contents.
 - Envelopes 1 and 2 shall constitute the Bidder's Bid. Envelopes 1 and 2 shall be placed in a sealed envelope, marked clearly, on the outside of the envelope with the phrase "Sealed Bid South Dogwood Trail Path Construction Project, to be opened at 10:00 AM on September 5, 2019", as to indicate the contents without being opened and shall be delivered to and received by the Southern Shores Town Hall at 5375 N. Va. Dare Trail, Southern Shores, NC by 10:00 AM on September 5, 2019. No Faxed or electronically mailed bids will be accepted.
11. The sealed bid must display the following statement on the front of the sealed envelope:

Scaled Bid
South Dogwood Trail Path Construction Project
to be opened at 10:00 AM on September 5, 2019.

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Town Manager
Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949-3600

Any statement accompanying and tending to qualify a Bid may cause rejection of such Bid, unless such statement is required pursuant to a Proposal embracing alternate Bids. All items identified above and all parts of this Proposal Form must be completed and returned with the Bid.

B. Unless otherwise specified, Bidders shall bid on all items listed in the Proposal Form, and the lowest responsible Bidder shall be determined as noted in Subsection 3.01 of this Proposal Form. Except as provided herein, Proposals which are incomplete or fail to comply with all items required in the Proposal Form may be rejected.

2.02 Withdrawal, Modification, or Alteration of Proposal

- A. A Proposal may be withdrawn on written or telegraphic request of the Bidder prior to the scheduled closing time for filing Bids. No Bidder may withdraw a Proposal after the scheduled closing time for filing Bids. The provisions of this Section shall apply to Bids where the Bidder has been negligent in preparing the Bidder's Proposal.
- B. Prior to the scheduled time for opening the Bids, changes may be made to any Bid. Such changes shall be initialed by the Bidder or his agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to the Town will prevail. The Bidder is responsible for ensuring that the changes to the Bid are received by the Town within the deadline provided above. To make such changes, the Bidder shall either: (1) withdraw the Bidder's previous Bid and provide a new Bid that meets all the requirements for submitting an initial Bid as provided in this Proposal Form; or (2) retrieve the Bidder's previous Bid, modify the same, and then resubmit the same according to the requirements of submitting an initial bid as provided in this Proposal Form.

2.03 Late Proposals

- A. Proposals received after the scheduled closing time for filing bids as set forth in this Proposal Form will be rejected and returned unopened to the Bidder, unless such closing time is extended by the Town.

2.04 Proposal Guaranty and Organization

- A. Each Bid must be accompanied by a Bid Bond, cash or a certified or cashier's check upon a bank in good standing, payable to the Finance Director of the Town of Southern Shores, North Carolina, in an amount equal to at least 5% of the total amount of the Bid. Such Proposal guaranty shall be forfeited and become the property of the Town in case the Bidder shall fail or neglect to furnish a satisfactory Performance Bond and Payment Bond and to execute the Contract, including the Contract Form (which term is defined in the Technical Specifications), within 10 days (Saturday, Sunday and holidays excepted) after receiving said Contract from the Town for execution. Bid bonds submitted shall be on the form provided by the Surety to the Town.

2.05 Examination of Contract Documents and Site of Work

- A. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and Contract Documents and by such other means as they may choose. It is understood and agreed that information regarding underground or other conditions or obstructions indicated in the Contract Documents has been obtained by Owner from data at hand. There is no expressed or implied agreement or guaranty that such conditions are fully or correctly shown, and the Bidder must take into consideration in such Bidder's Bid the possibility that conditions affecting the cost or quantity of work may differ from those indicated.
- B. Refer to the Technical Specifications for additional provisions relative to site conditions.

2.06 Interpretation of Contract Documents

- A. If it should appear to a Bidder that the work to be done, or matters relative thereto, is not sufficiently described or explained in the Contract Documents, or that Contract Documents are not definite and clear, the Bidder may make written inquiry regarding same to the Engineer and Owner at least 5 days before the scheduled closing time for filing Bids. Requests to clarify the source of materials, equipment suppliers, or any other such matter which does not modify, change, increase, or decrease the scope of the work require no action by the Owner other than a response to the Bidder requesting the clarification. Clarifications which modify, change, increase, or decrease the scope of work, require issuance of an Addendum by the Owner for the interpretation to become effective. Such addenda will be mailed to all known potential Bidders. Such addendum shall have the same binding effect as though contained in the main body of the Contract Documents. Oral instructions or information concerning the Contract Documents or the project given out by officers, employees, or agents of the Owner to prospective Bidders shall not bind the Owner.
- B. THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.
- C. The Base Bid shall be a lump sum values to complete the project. The Base Bid shall be the basis of identifying the apparent low Bidder, provided, however, the apparent low Bidder shall not be deemed the lowest responsible Bidder.

2.07 Addenda to Contract Documents

- A. Any addenda issued by the Owner, which may include changes, corrections, additions, interpretations, or information, and issued 48 hours or more before the scheduled closing time for filing the Bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. Owner shall supply copies of such addenda to all Contractors who have obtained copies of the Contract Documents for the purposes of bidding thereon. Failure of the Contractor to receive or obtain such addenda shall not excuse him from compliance therewith, if such Contractor is awarded the Contract.

2.08 Familiarity with Laws and Ordinances

- A. The Bidder is presumed to be familiar with Federal, State, and local laws, ordinances, regulation, orders and decrees, which in any manner affect those engaged or employed in the work or the

materials or the equipment used in the proposed construction, or which may in any way affect the conduct of the work, or the health and safety of the public and no plea of misunderstanding will be considered due to ignorance thereof. If the Bidder or Contractor shall discover any provision in the Contract Documents which is contrary to, or inconsistent with, any law, ordinance, or regulation, it shall be immediately reported to the Owner in writing.

- B. The Contractor, subcontractor, suppliers of materials or services, and others engaged by the Contractor, shall comply at all times with and observe all such laws, ordinances, regulations, orders, and decrees; and shall hold harmless and indemnify the Town of Southern Shores and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree. In compliance with NCAC the Contractor is made aware that the following Federal, State, and local agencies have enacted ordinances or regulations relating to the prevention of environmental pollution or the preservation of natural resources which may affect performance of Town of Southern Shores contracts:

FEDERAL AGENCIES/STATE AGENCIES

North Carolina Department of Environmental Quality

Division of Land Quality

Division of Water Resources

Division of Coastal Management

Division of Air Quality

Division of Marine Fisheries

Division of Waste Management

North Carolina Department of Health and Human Services

North Carolina Department of Transportation

North Carolina Wildlife Resources Commission

Dare County Health Department

United States Army Corp of Engineers

NOAA – National Marine Fisheries Service

2.9 Amount of Work to be Done

- A. Owner reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the Contract, nor shall such change invalidate any of the provisions thereof. Unit Prices shall extend to these changes.
- B. The Owner does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated for the Bid. Payment will be made at unit prices under a Contract only for work actually performed or materials actually furnished according to actual measurements.

2.10 Bid Prices to Cover the Entire Work

- A. The Bid is a lump sum Bid for the Base Bid as provided on the bid form entitled "Contract Bid Sheet – Lump Sum Prices".
- B. Bidders must complete the unit price bid form entitled "Contract Bid Sheet – Unit Prices" so that the prices included cover the entire cost of each item of work set forth on the aforementioned form,

and when, in the opinion of the Owner, the prices in any Proposal are obviously unbalanced, such Proposal may be rejected.

2.11 Subcontracts

- A. The Contractor shall not subcontract to any one subcontractor a larger percentage of the work than the Contractor performs through the Contractor's employees. The Contractor shall perform at least 40 percent of the work through the Contractor's employees.

2.12 Rejection of Proposals

- A. The Owner reserves the right to reject any or all Bids in whole or in part or waive irregularities not affecting substantial rights.
- B. The Town reserves the right to reject any or all bids or to reduce the scope of work to fit within the Town's budget.
- C. Per the Proposal and GS, the Owner may reject a bid if the Town finds any one of the following: (i) bidder does not have sufficient financial ability to perform the contract; (ii) bidder does not have equipment available to perform the Contract; (iii) bidder does not have key personnel available of sufficient experience to perform the contract; (iv) or bidder has repeatedly breached contractual obligations to public and private contracting agencies; (v) or bidder is not a responsible Bidder.
- D. The Owner may make such investigation as is necessary to determine whether a Bidder is a responsible Bidder. If a bidder fails to supply prompt information as requested by Owner pursuant to such investigation, such failure is grounds for disqualification.
- E. The Owner may reject any bid not in compliance with all prescribed bidding procedures and requirements, and may reject for good cause any or all bids on a finding of Owner that it is in the public interest to do so.
- F. No bid for a construction contract shall be received or considered by Owner unless the Bidder holds the proper North Carolina Contractors License to perform the project work. General or evasive replies will be considered grounds for rejection of the Bid as incomplete. The successful Bidder may be required to appear before the Town Council and submit satisfactory evidence that he has the necessary capital and is qualified and prepared to prosecute the work to the full satisfaction of the Engineer and Town.

3. AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

- A. The award of the Contract, if it be awarded, will be made by Owner to the lowest responsible Bidder submitting the lowest acceptable and responsible Bid. In determining the lowest acceptable and responsible Bid, Owner may take into account, among other factors, the prices bid, discounts if any, time of completion and delivery proposed, outstanding warrantee issues, past performance issues, the relative merits and performance of any items specifically proposed by the Bidder, any variation in maintenance and guarantee periods specifically proposed by the Bidder in excess of

any minimum specified, the realistic balance of prices in the Proposals for various parts or units of work, the experience and ability of Bidder to perform the work, and whether the Bidder is a responsible Bidder.

- B. While price extensions are required as a matter of convenience, in the event of error in extensions, the unit price of Bid shall govern.
- C. Between the time of the opening of the Bid Proposal and the award of the Contract, the low Bidder may discuss with the Engineer and Town any problems pertinent to the Contract and point out anything which is not clear to him or which can be considered as conflicting requirements of one document or another. At this meeting every effort shall be made to reach a complete understanding of the requirements of the Contractual Documents between the Engineer, the Town, and the Contractor. The award will be made by the Town Manager or Public Works Director.
- D. Award and tender of Contract or the rejection of all bids shall be made within 45 calendar days after the date of opening Bids.

3.02 Execution of Contract

- A. The lowest responsible Bidder to whom the Contract is awarded, if it be awarded, shall be notified by the Town. Within ten (10) days from the date of receipt of notice that the Bidder has been awarded the Contract, Bidder shall deliver to the Owner: (1) the fully executed Contract, including the Contract Form; (2) the required insurance certificates, as specified in the Technical Specifications (see Section 7.06 of the Technical Specifications); and (3) the Performance Bond and Payment Bond, as specified in Section 3.06 of this Proposal Form. The Owner will execute the Contract within ten (10) business days of its receipt of the Contract and forward a copy to the Contractor.

3.03 Failure to Execute Contract

- A. Failure on the part of the Bidder to execute the Contract in accordance with subsection 3.02 will be just cause for cancellation of the award and forfeiture of the proposal guaranty. The forfeited proposal guaranty shall become the property of the Owner as liquidated damages sustained by the breach of contract by the Bidder. The Owner may then award the Contract to the next lowest acceptable and responsible Bidder, re-advertise the work, or take such other course the Owner deems expedient.

3.04 Return of Proposal Guaranty

- A. The Bid security of other Bidders whom the Town believes to have a reasonable chance of receiving the award may be retained by the Town until the earlier of seven days after the Notice to Proceed or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- B. Bid security of the other Bidders whom the Town believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

3.05 Transfer of Contract and Interests Therein

- A. Contractor shall not transfer the Contract or any interest therein to any other party or parties without the prior written consent of Owner. In case of such attempted transfer without permission, Owner may refuse to carry out the Contract either with the transferor or the transferee, but all rights of action for any breach of the Contract by said Contractor are reserved to the Owner. No officer of Owner, or any person employed in its service is or shall be permitted any share or part of the Contract or is or shall be entitled to any benefit which may arise therefrom. Contractor shall not assign any of the monies payable under the Contract or claims thereto without the prior written approval of Owner.
- B. Any assignment of money shall be subject to all proper setoffs and withholdings in favor of Owner and to all deductions provided for in the Contract, and particularly all money withheld, whether assigned or not, shall be subject to being used by Owner for completion of the work in the event Contractor should be in default therein.

3.06 Performance Bond and Payment Bond

- A. At the time of execution of the Contract, Contractor shall furnish both a Performance Bond and Payment Bond, each in the amount equal to 100 percent of the Contract price. The bonds will be in a form and from a company acceptable to Town Manager. If the Contract is an estimate or if there are change orders, the bonds will be adjusted to equal 100 percent of the final Contract price. The bonds will guarantee compliance with and fulfillment of all terms and provisions of the Contract including maintenance, repair and replacement, and all applicable laws, and prompt payment as due, to all persons supplying labor and/or material for prosecution of the work and in accordance with the Contract.

3.07 Proof of Insurance

- A. Work shall not commence until all insurance required in the Contract (as specified in Technical Specification, including Section 7.06 of the Technical Specifications s) has been obtained. A certificate of insurance evidencing all coverage shall be delivered to Owner prior to the start of any work. The form of the certificate and issuing company must be approved by Town Manager. Insurance shall be maintained throughout the life of the Contract which will hold Owner harmless and shall indemnify Owner for any and all losses to third persons or to Owner arising out of the operations, including any contingent liability arising therefrom.

3.08 Notice to Proceed

- A. After the Contract has been executed and the Performance Bond and Payment Bond and all required insurance certificates have been received and approved by the Owner, the Owner will issue a written "Notice to Proceed". See Section 8.03 of the Technical Specifications for more information regarding the issuance of a Notice to Proceed and the beginning of the work after the issuance of such notice.

3.09 Weather Delay Policy

- A. Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity and frequency.
1. Owner and Contractor agree that the determination of "normal" intensity and frequency of weather events can be a difficult process. In lieu of any attempt to determine same through records or opinions of some weather agency, Owner and Contractor, by their having signed the Construction Contract agreement for this Project mutually agree that a number of calendar days equal to 10% of the Contract Time shall represent the number of days during which work is not feasible (Bad Weather Days) during "normal conditions". Only Bad Weather Days in excess of said 10% shall be a valid basis for claim for extension of the Contract Time. The following procedures shall be followed:
 - a. Once each week during the Contract Time, Contractor shall notify Engineer of any Bad Weather Day(s) occurring during the previous week. Should Contractor fail to so notify Engineer within fourteen (14) calendar days after any such Bad Weather Day, Engineer may refuse to accept such day. Owner and Contractor agree that this shall be an ongoing process, while events are fresh in everyone's minds, and in no case shall the determination of Bad Weather Days be done retrospectively at the end of the project.
 - b. Events giving rise to a Bad Weather Day shall include, but not necessarily be limited to, the following:
 - (1) Rain during working hours totaling more than 0.25" or lasting more than 2 hours.
 - (2) Excessively wet jobsite conditions due to heavy rain the previous day or night.
 - (3) Other extreme and dangerous weather, such as heat 100° F or above, nearby lightning, etc.
 - (4) Temperatures too cold for proper conduct of paving, concrete or other operations.
 - (5) Flooding or other effects of tropical storm, hurricane or nor'easter.
 - (6) Any weather or other event giving rise to a declaration of a State of Emergency by the Town Manager or other public official in the jurisdiction of the jobsite.
 - (7) No Bad Weather Day will be approved during which the Contractor actually carries out production operations for at least 6 hours.
 - c. Engineer shall keep a running record of Bad Weather Days, on an individual day basis, noting the type of condition which prevented work. If Engineer disagrees with Contractor that conditions on a given day were unsuitable for work, he shall promptly advise Contractor of such opinion.

- d. After the cumulative number of Bad Weather Days exceeds the said 10% of the Contract Time, each excess day (except as provided below) shall be the basis of a claim for one day's extension of the Contract Time.
- e. Bad Weather Day conditions occurring on a weekend or Holiday, as defined herein, shall not be counted toward the 10%. Nor shall any excess day where Bad Weather Day conditions exist be a basis for extension of time if that day is on a weekend or Holiday.

Town of Southern Shores**Contract Bid Sheet - Lump Sum Price**

10/1/19

Title: South Dogwood Trail Path Construction Project**Project:** Construction of 5' wide concrete path along South Dogwood Trail**Base Bid Table**

1.	Lump Sum Bid for the construction of Segment 1 of the South Dogwood Trail Path Construction Project	605,267. ⁴²
2.	Lump Sum Bid for the construction of Segment 2 of the South Dogwood Trail Path Construction Project	367,826. ⁴²
Base Bid (Sum of Item 1. & 2.)		973,093. ⁰⁰

Alternate Bid Table

1.	Lump Sum Bid Alternate 1 / Segment 1 - Pedestrian Crossing - Wild Swan Lane	4,758. ⁰⁰
2.	Lump Sum Bid Alternate 2 / Segment 1 - Pedestrian Crossing - Osprey Lane	2,450. ⁰⁰
3.	Lump Sum Bid Alternate 1 / Segment 2 - Pedestrian Crossing - Marina Circle	4,653. ⁰⁰
4.	Lump Sum Bid Alternate 2 / Segment 2 - Pedestrian Crossing - Sassafras Lane	5,172. ⁰⁰
5.	Lump Sum Bid Alternate 3 / Segment 2 - Pedestrian Crossing - Yaupon Trail	5,385. ⁰⁰

Contractor:**Address:****License Number:****Federal Tax ID Number****Authorized Agent:****Signature:****Witness:****Signature:****Contractor Acknowledgment of Addendums****Authorized Agent Signature:****Number of Addendums Received:**

THE TOWN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES ASSOCIATED WITH THIS PROJECT AND ANY CONTRACT TO PERFORM WORK ON THIS PROJECT AND IN PARTICULAR ANY SUCH WARRANTIES RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT THE DESIGN SPECIFICATIONS AND PLANS PROVIDED FOR THE PROJECT ARE SUITABLE AND ADEQUATE TO PRODUCE THE INTENDED PRODUCT. BY BIDDING ON THIS PROJECT AND ENTERING INTO A CONTRACT TO PERFORM WORK ON THIS PROJECT, CONTRACTOR EXPRESSLY WARRANTS THAT IT HAS CONSIDERED THE DESIGN SPECIFICATIONS AND PLANS FOR THE PROJECT, THAT THE CONTRACTOR CAN PERFORM THE PROJECT PURSUANT TO THE DESIGN SPECIFICATIONS AND PLANS IN A MANNER CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THAT THE DESIGN SPECIFICATIONS AND PLANS ARE SUITABLE AND ADEQUATE, AND THAT THE TOWN SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR ANY ALLEGED OR ACTUAL DEFECTS IN THE DESIGN SPECIFICATIONS OR PROJECT PLANS.

Listing of Minority Business & Women Business Subcontractors

Firm Name & Address	Minority Business (MB) & Women Business (WB)	Item No.	Item Description	*Agreed Upon Unit Price	Dollar Amount of Sublet Item
Liquid	WB	1	seedling	3,200	3,200
Lawns					
PO Box 1953					
Kitty Hawk, NC 27544					

Dollar Amount of MB Subcontractor 0
 MB Percentage of Total Contract Bid Price 0
 Dollar Amount of WB Subcontractor 3,200
 WB Percentage of Total Contract Bid Price 0.33%

*The dollar amount shown in this column shall be the actual price agreed upon by the Prime Contractor and the MB/WB Subcontractor. These prices will be used to determine the percentages of the MB/WB participation in the Contract.

Minority Business Participation in Road Improvement Project Talking Points

North Carolina General Assembly amended state law effective January 1, 2002 requiring a verifiable ten percent goal for participation by minority businesses in the total value of work for each project for which a contract is awarded by units of local government.

Each contractor bidding on this project is expected to make a good faith effort to recruit minority business participation whether a subcontractor or vendor of supplies, material or equipment.

A minority business is one in which at least 51% is owned by one or more minority persons, or if a corporation, in which at least 51% of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals.

As a part of the bid, contractors are expected to (1) identify the minority businesses it will use on the project and the total dollar value of the bid that will be performed by the minority businesses or (2) document good faith efforts to meet the goal of minority participation. The documentation of good faith efforts must include evidence of good faith efforts implemented such as advertisements or solicitations for minority business participation in the project.

Good faith efforts include:

1. Contacting minority businesses that reasonably could be expected to submit a quote;
2. Make the construction plans, specifications and requirements available for review by minority businesses;
3. Break down or combine elements of the work into economically feasible units to facilitate minority participation;
4. Work with minority trade, community or organizations;
5. Provide assistance in getting required bonding or insurance or providing alternatives to bonding or insurance;
6. Negotiate with minority businesses in good faith and not reject as unqualified without sound reasons;
7. Provide assistance to otherwise qualified minority business in need of equipment, loan, capital, lines of credit or joint pay agreements to secure loans, supplies or letters of credit;
8. Negotiating joint venture agreements with minority businesses;
9. Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR: *(Name, legal status and address)*

Barnhill Contracting Company
PO Box 7948
Rocky Mount North Carolina 27804

SURETY: *(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER:

(Name, legal status and address)

Town of Southern Shores
5375 N. Virginia Dare Trail
Southern Shores, NC 27949



BOND AMOUNT: Five Percent (5%) of total amount bid

PROJECT: *(Name, location or address, and Project number, if any)*

South Dogwood Trail Path

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of September, 2019

Harmon S. Brooks
(Witness)

Ellen Strazis
(Witness) Ellen Strazis

Barnhill Contracting Company

(Principal)

VICE PRESIDENT
(Title)

Travelers Casualty and Surety Company of America

(Surety)

Shirley A. Johnson, Attorney-in-fact
(Title)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shirley A. Johnson** of Durham, North Carolina, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetraault
 Marie C. Tetraault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of September, 2019



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

License Details

[Home \(/\) / License Details](#)

License Number	3194
Status	Valid
Renewal Date	2019-01-01
Name	Barnhill Contracting Company
Address	P. O. Box 7948 Rocky Mount, NC 27804
County	Nash
Telephone	(252) 823-1021
Limitation	Unlimited
Classifications	Unclassified
Qualifiers	Barnhill, Allen Douglas, Shannon K. Moore, Graham T. Smith, John William, Jr. Smith, Richard Stephen Taylor, Michael G.



5400 Creedmoor Road, Raleigh, NC 27612

P: 919 571-4183

F: 919 571-4703

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Homes For Sale



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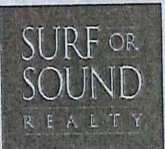
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Public Notices

Public Notices

IN THE GENERAL COURT OF JUSTICE
 OF NORTH CAROLINA
 SUPERIOR COURT DIVISION
 DARE COUNTY
 19SP127

IN THE MATTER OF THE FORECLOSURE OF A DEED OF TRUST EXECUTED BY DOMINIQUE DESERT AND CLAUDE RENAUD DATED MAY 29, 2007 AND RECORDED IN BOOK 1731 AT PAGE 96 AND MODIFIED BY AGREEMENT RECORDED ON JUNE 27, 2008 IN BOOK 1772, PAGE 256 AND FURTHER MODIFIED BY AGREEMENT RECORDED ON SEPTEMBER 8, 2008 IN BOOK 1778, PAGE 230 AND FURTHER MODIFIED BY AGREEMENT RECORDED ON JANUARY 28, 2013 IN BOOK 1919, PAGE 398 IN THE DARE COUNTY PUBLIC REGISTRY, NORTH CAROLINA

NOTICE OF SALE

Under and by virtue of the power and authority contained in the above-referenced deed of trust and because of default in the payment of the secured indebtedness and failure to perform the stipulation and agreements therein contained and, pursuant to demand of the owner and holder of the secured debt, the undersigned substitute trustee will expose for sale at public auction to the highest bidder for cash at the usual place of sale at the county courthouse of said county at 2:00PM on September 6, 2019 the following described real estate and any other improvements which may be situated thereon, in Dare County, North Carolina, and being more particularly described as follows:

Being Lot No. 70, Block 129, Section E, as shown on that certain map or plat recorded in Plat Cabinet C, Slides 155E and 155F, Dare County Public Registry.

And Being more commonly known as: 22 Ginguete Trail, Southern Shores, NC 27949

The date of this Notice is July 12, 2019.
 Grady I. Ingle or Elizabeth B. Ellis
 Substitute Trustee
 1013 Perimeter Parkway, Suite 400
 Charlotte, NC 28216
 (704) 333-8107
 http://shapiroattorneys.com/nc/0f
 18-099800

8-21, 28c

ATTENTION: DBEs- WBES BARHILL CONTRACTING COMPANY will be bidding on the Town of Southern Shores Dogwood Trail path on Sept 5, 2019 This project consists of concrete, tree clearing, retaining walls, pavement marking and seeding. We are most interested in receiving quotes from your company on this project. Plans are available at our office at 4704 North Croatan Highway, Kitty Hawk, N.C. 27949.

If you are interested in quoting certain items for this project, we would appreciate your quotes on any portion of this project, large or small. Please contact Ricky Brake in our Kitty Hawk office at (252) 261-2207 at any time. We would appreciate hearing from you at your earliest convenience.

All firms or persons interested in bidding on any portion of this project or supplying materials for any portion of this project, please contact us.
 Attn: Ricky Brake An EQUAL OPPORTUNITY EMPLOYER

8-21c

NORTH CAROLINA DARE COUNTY NOTICE TO CREDITORS

Having qualified as Administrator of the Estate of Bertha Kaye O'Neal, the undersigned does notify all persons having claims against said estate to present them to the undersigned at PO Box 517, Hatteras, NC 27943 on or before November 21st, 2019 or this notice will be pled in bar of recovery. All persons, firms, and corporations indebted to the said estate shall please make immediate payment to the undersigned. This the 14th day of August 2019, PO Box 517, Hatteras, NC 27943
 Ervin Lee O'Neal
 57222 Eagle Pass Rd
 PO Box 517
 Hatteras, NC 27943
 8-21, 28, 9-4, 11c

NORTH CAROLINA DARE COUNTY

In the Matter of the Estate of Ina Reid

The undersigned, acting as the Executrix of the Estate of Ina Reid, this is to notify all persons having claims against said estate to present them to the undersigned on or before October 31st, 2019 or this Notice will be pleaded in bar of recovery. All persons indebted to the said decedent or estate shall please make immediate payment to the undersigned.
 This the 30th day of July, 2019.
 Emily Jo Urch
 PO BOX 2883
 Kill Devil Hills, NC 27948

W. Marynowicz, late of Dare County, North Carolina, the undersigned does hereby notify all persons having claims against said estate to present them to the undersigned at P.O. Drawer 1027, Kitty Hawk, NC 27949, c/o Starkey Sharp, on or before November 12, 2019, or this notice will be pled in bar of recovery. All persons, firms and corporations indebted to the said estate shall please make immediate payment to the undersigned.

This, the 14th day of August 2019.
 Starkey Sharp
 Administrator

8-14, 21, 28, 9-4c

IN THE GENERAL COURT OF JUSTICE

DISTRICT COURT DIVISION

FILE NUMBER: 17-JT-15

NORTH CAROLINA

DARE COUNTY

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

IN RE: DOE, a female juvenile
 DATE OF BIRTH: 10/26/2010
 TO: JOHN DOE, Unknown Father of a female juvenile born to Angela Tillett at Pitt at the County Memorial Hospital in Pitt County, NC on October 26, 2010

Take Notice that a Motion to terminate your parental rights regarding the above named minor child was filed in Dare County, North Carolina on or about the 23rd day of July, 2019.

You are required to make defense to such pleading not later than 40 days August 14, 2019, 2019. A court appointed attorney has been appointed for you whose name is Jay Gonzalez and whose address is PO Box 928, 4112 N. Croatan Highway, Kitty Hawk, NC 27949. Upon your failure to respond or make defense, your parental rights may be terminated as the petitioner will seek a termination of your parental rights and you may not participate in or receive notice of the proceeding, including notice of the time and place of any hearing. You may make response to the below person and address.

This the 13th day of August, 2019.

Jeanine C. Evans
 Attorney for the Dare County Department Of Social Services
 Evans & Meads, PLLC
 NC State Bar No. 22044
 106A Ascension Drive
 Kitty Hawk, NC 27949
 252-441-1800 phone
 252-441-0800 fax

8-14, 21, 28c

IN THE GENERAL COURT OF JUSTICE

DISTRICT COURT DIVISION

FILE NUMBER: 19-JA-8

NORTH CAROLINA

DARE COUNTY

NOTICE OF SERVICE OF PROCESS BY PUBLICATION

IN RE: Baby Girl Austin
 DATE OF BIRTH: 03/26/2019
 TO: JOHN DOE, Unknown Father of a female juvenile born to Franchesca Austin at the Outer Banks Hospital in Dare County, NC on March 26, 2019
 Take Notice that a Motion to terminate your parental rights regarding the above named minor child was filed in Dare County, North Carolina on or about the 23rd day of July, 2019.

BLANK



Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

info@southernshores-nc.gov

www.southernshores-nc.gov

PLANNING BOARD GENERAL APPLICATION FORM TOWN OF SOUTHERN SHORES, NC 27949

Date: 9/20/19

Filing Fee: \$200

Receipt No. N/A Application No. ZTA-19-02

NOTE: The Planning Board will follow the specific provisions of the Zoning Ordinance Chapter 36. Article X Administration and Enforcement, Section 36-299.

Please check the applicable Chapter/Article:

- ☐ Chapter 30. Subdivisions-Town Code
- ☐ Chapter 36. Article VII. Schedule of District Regulations. Section 36-207 C-General Commercial District
- ☐ Chapter 36. Article IX. Planned Unit Development (PUD)
- ☐ Chapter 36. Article X. Administration and Enforcement, Section 36-299 (b) Application for Building Permits and Site Plan Review other than one and two family dwelling units *
- ☐ Chapter 36. Article X. Section 36-300-Application for Permit for Conditional Use
- ☐ Chapter 36. Article X. Section 36-303 Fees
- ☒ Chapter 36. Article X. Section 36-304-Vested Rights
- ☒ Chapter 36. Article XIV. Changes and Amendments

Certification and Standing: As applicant of standing for project to be reviewed I certify that the information on this application is complete and accurate.

Applicant

Name

Town of Southern Shores

Address:

5375 N. Virginia Dare Trail

Phone

252-261-2394

Email

whaskett@southernshores-nc.gov

Applicant's Representative (if any)

Name

Agent, Contractor, Other (Circle one)

Address

Phone

Email

Property Involved: ☐ Southern Shores ☐ Martin's Point (Commercial only)

Address:

Zoning district

Section

Block

Lot

Lot size (sq.ft.)

Request: ☐ Site Plan Review ☒ Final Site Plan Review ☐ Conditional Use ☐ Permitted Use
☐ PUD (Planned Unit Development) ☐ Subdivision Ordinance ☐ Vested Right ☐ Variance

Change To: ☐ Zoning Map ☒ Zoning Ordinance

Signature

Whaskett

Date

9-20-19

* Attach supporting documentation.



Town of Southern Shores

5375 N. Virginia Dare Trail, Southern Shores, NC 27949

Phone 252-261-2394 / Fax 252-255-0876

info@southernshores-nc.gov

www.southernshores-nc.gov

10-18-19 ZTA-19-02

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE TOWN OF SOUTHERN SHORES, NORTH CAROLINA**

ARTICLE I. Purpose(s) and Authority.

WHEREAS, pursuant to N.C.G.S. § 160A-381, the Town of Southern Shores (the "Town") may enact and amend ordinances regulating the zoning and development of land within its jurisdiction and specifically the location and use of buildings, structures and land. Pursuant to this authority and the additional authority granted by N.C.G.S. Chap. 160A, Art. 19 et. seq, the Town has adopted a comprehensive zoning ordinance (the "Town's Zoning Ordinance") and has codified the same as Chapter 36 of the Town's Code of Ordinances (the "Town Code"); and

WHEREAS, pursuant to N.C.G.S. § 160A-174 the Town may also enact and amend ordinances that define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the Town; and

WHEREAS, the Town further finds that in accordance with the findings above it is in the interest of and not contrary to the public's health, safety, morals and general welfare for the Town to amend the Town's Zoning Ordinance and Town Code of Ordinances as stated below.

ARTICLE II. Construction.

For purposes of this ordinance amendment, underlined words (underline) shall be considered as additions to existing Town Code language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. Any portions of the adopted Town Code which are not repeated herein, but are instead replaced by an ellipses ("...") shall remain as they currently exist within the Town Code.

ARTICLE III. Amendment of Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Southern Shores, North Carolina, that Section 36-163 the Town Code shall be amended as follows:

1 **PART I.** That **Town Code Sec. 36-57** be amended as follows:

2 ...

3
4 Fill material means material that is of substantially similar composition to the
5 soils present on the lot being filled and shall not include debris, organic
6 material, or be finished with soils or materials that will adversely affect the
7 absorption of precipitation. Materials for landscaping shall not be included in
8 this definition.
9

10 **PART II.** That **Town Code Sec. 36-171** be amended as follows:

11 ...

- 12
13 (1) All applications for lot disturbance and stormwater management shall be
14 accompanied by a survey and site plan of the proposed improvements prepared
15 by a state licensed professional surveyor, engineer, architect or other person duly
16 authorized by the state to prepare such plans showing the actual dimensions and
17 shape of the lot, and showing the surveyed pre-disturbance ground elevation at
18 the corners of the proposed structure referenced to mean sea level. The application
19 shall also describe the disturbance or development activity which is proposed for
20 the lot. The application and accompanying survey shall be sufficiently detailed
21 for the zoning administrator to confirm that following construction of the
22 proposed improvements the property will retain all stormwater generated by a one
23 and one-half inch rain event and will not adversely affect any stormwater
24 management system previously constructed by the town or on adjacent properties.
25 No fill material may be re-distributed or placed on a lot in the rear or side setback
26 areas unless the final horizontal-to-vertical slope is equal to or less than 3:1. This
27 shall be calculated from the finished final grade to the rear and side property lines.
28 The burden shall be on the applicant to make such a showing, and the zoning
29 administrator, in his discretion, may request reasonable additional information to
30 make a decision on the application.

31
32 **PART III.** That **Town Code Sec. 36-202, (d), (7)** be replaced in its entirety with the
33 following:

34 ...

35
36 (7) Height.

- 37 a. Maximum building height shall be 35 feet, measured from the average of the
38 existing, undisturbed grade at the building corners. If the average of the
39 existing, undisturbed grade at the corners of the building is less than 8 feet
40 above mean sea level, the maximum building height may be measured from
41 up to 8 feet above mean sea level.

42
43 **PART IV.** That **Town Code Sec. 36-203, (d), (7)** be replaced in its entirety with the
44 following:

1 ...

2

3 (7) Height.

4 a. Maximum building height shall be 35 feet, measured from the average of the
5 existing, undisturbed grade at the building corners. If the average of the
6 existing, undisturbed grade at the corners of the building is less than 8 feet
7 above mean sea level, the maximum building height may be measured from
8 up to 8 feet above mean sea level.

9

10 PART V. That Town Code Sec. 36-204, (d), (7) be replaced in its entirety with the
11 following:

12 ...

13

14 (7) Height.

15 a. Maximum building height shall be 35 feet, measured from the average of the
16 existing, undisturbed grade at the building corners. If the average of the
17 existing, undisturbed grade at the corners of the building is less than 8 feet
18 above mean sea level, the maximum building height may be measured from
19 up to 8 feet above mean sea level.

20

21 PART VI. That Town Code Sec. 36-205, (d), (7) be replaced in its entirety with the
22 following:

23 ...

24

25 (7) Height.

26 a. For uses other than country club, school facilities and churches:

27 1. Maximum building height shall be 35 feet, measured from the average
28 of the existing, undisturbed grade at the building corners. If the average
29 of the existing, undisturbed grade at the corners of the building is less
30 than 8 feet above mean sea level, the maximum building height may be
31 measured from up to 8 feet above mean sea level.

32 b. For country club use and churches, principal building only:

33 1. Maximum building height shall be 65 feet, measured from the average
34 of the existing, undisturbed grade at the building corners. If the average
35 of the existing, undisturbed grade at the corners of the building is less
36 than 8 feet above mean sea level, the maximum building height may be
37 measured from up to 8 feet above mean sea level.

38 c. For school facilities:

39 1. Maximum building height shall be 55 feet, measured from the average
40 of the existing, undisturbed grade at the building corners. If the average
41 of the existing, undisturbed grade at the corners of the building is less

1 than 8 feet above mean sea level, the maximum building height may be
2 measured from up to 8 feet above mean sea level.

3
4 **PART VII.** That Town Code Sec. 36-206, (d), (7) be amended as follows:
5 ...
6

7 (7) Height:

- 8 a. Maximum building height shall be 35 feet, measured from the average of the
9 existing, undisturbed grade at the building corners. If the average of the
10 existing, undisturbed grade at the corners of the building is less than 8 feet
11 above mean sea level, the maximum building height may be measured from
12 up to 8 feet above mean sea level.

13
14 **PART VIII.** That Town Code Sec. 36-207, (d), (6) be replaced in its entirety with the
15 following:
16 ...
17

18 (6) Height:

19 a. ~~For uses other than a bank:~~

20 1. ~~Height, top plate, shall be 26 feet.~~

21 2. ~~Height, maximum, shall be 35 feet.~~

- 22 a. Maximum building height shall be 35 feet, measured from the average of the
23 existing, undisturbed grade at the building corners. If the average of the
24 existing, undisturbed grade at the corners of the building is less than 8 feet
25 above mean sea level, the maximum building height may be measured from
26 up to 8 feet above mean sea level.

27 b. For bank use:

28 1. ~~Height, top plate, shall be 26 feet.~~

- 29 1. Height, maximum, Maximum building height shall be 35 feet with the
30 exception of a single decorative cupola or ornamental watch tower that
31 extends up to 15 feet above the roofline of the building, provided that it
32 does not exceed 12 feet in width on any side or 144 square feet in cross
33 section, is purely decorative in nature, and cannot be used for storage or
34 occupancy.

35 i. Banks with decorative cupolas or ornamental watch towers shall
36 have street frontage on U.S. Hwy. 158 and shall not be located in
37 the Martins Point ETJ Area.

38
39 **ARTICLE IV. Statement of Consistency with Comprehensive Plan and**
40 **Reasonableness.**

1
2 The Town's adoption of this ordinance amendment is consistent with the Town's adopted
3 comprehensive zoning ordinance, land use plan and any other officially adopted plan that
4 is applicable. For all of the above-stated reasons and any additional reasons supporting
5 the Town's adoption of this ordinance amendment, the Town considers the adoption of
6 this ordinance amendment to be reasonable and in the public interest.
7

8 **ARTICLE V. Severability.**
9

10 All Town ordinances or parts of ordinances in conflict with this ordinance amendment
11 are hereby repealed. Should a court of competent jurisdiction declare this ordinance
12 amendment or any part thereof to be invalid, such decision shall not affect the remaining
13 provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the
14 Town of Southern Shores, North Carolina which shall remain in full force and effect.
15

16 **ARTICLE VI. Effective Date.**
17

18 This ordinance amendment shall be in full force and effect from and after the ____ day of
19 _____, 2019.
20
21
22

23 _____
24 Mayor

25 ATTEST:

26 Date: _____
27

28 _____
29 Town Clerk

30 Vote: Ayes Nays

31 APPROVED AS TO FORM:
32
33
34

35 _____
Town Attorney

STAFF REPORT

To: Southern Shores Town Council
Date: October 29, 2019
Case: ZTA-19-02
Prepared By: Wes Haskett, Interim Town Manager/Planning Director

GENERAL INFORMATION

Applicant: Town of Southern Shores

Requested Action: Amendment of the Town Zoning Ordinance by amending Sections 36-57, 36-171, 36-202, 36-203, 36-204, 36-205, 36-206, and 36-207.

ANALYSIS

At the October 15, 2018 Planning Board meeting, the Board unanimously voted to table a recommendation on ZTA-18-08, a Zoning Text Amendment application that was submitted by Finch and Company, Inc. to amend the Town's building height requirements. The Board also agreed that the issue needed to be addressed following more research and discussion. In that case, the applicant chose to move forward with a Public Hearing which was held by the Town Council on November 7, 2018 and the Town Council unanimously voted to send the ZTA back to the Board. The Board began discussing potential amendments to the Town's current building height and fill requirements at the July 15, 2019 Planning Board meeting.

ZTA-19-02 is an attempt to amend the Town's current building height and fill requirements based on the input discussed and requested by the Board. The proposed language includes the following proposed amendments:

- Removes the top plate and lowest corner requirements from all zoning districts other than the RS-1 district;
- Establishes a new height calculation requirement for all zoning districts;
- Establishes a new requirement for Banks with decorative cupulas or watch towers to have frontage on U.S. Hw. 158 and not to be located in the Martins Point ETJ area;
- Establishes a new definition of Fill.

The Town's currently adopted Land Use Plan contains the following Policy that is applicable to the proposed ZTA:

- **Policy 2:** The community values and the Town will continue to comply with the founder's original vision for Southern Shores: a low-density residential community comprised of single-family dwellings on large lots served by a small commercial district for convenience shopping and services located at the southern end of the Town. This blueprint for land use naturally protects environmental resources and fragile areas by limiting development and growth.

RECOMMENDATION

Town Staff and the Town Planning Board have determined that the proposed amendments are consistent with the Town's currently adopted Land Use Plan. The Town Planning Board

unanimously (6-0) recommended approval of ZTA-19-02 at the October 21, 2019 Planning Board meeting with the exception of Part VIII, (6), (b) which the Board will continue to discuss at their November 18, 2019 meeting.